

No. 11,889 Equity

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

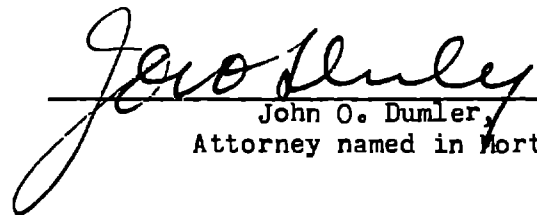
JOHN H. JOHNSON, JR., and
ANNA B. JOHNSON, his wife

ANNE ARUNDEL COUNTY
(In Equity)

.....000.....

Mr. Clerk:

Please docket the above entitled case, and file the enclosed
mortgage as Plaintiff's Exhibit "A".



John O. Dumlery
Attorney named in Mortgage

FILED
1956 OCT -4 AM 9:04

No. 11,889 Equity

[DR.—COUNTY]

THE CAPITAL BUILDING & LOAN
ASSOCIATION OF BALTIMORE CITY
VS.

JOHN H. JOHNSON, JR. and
ANNA B. JOHNSON, His wife

Mortgage

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)
Exhibit "A"

THIS MORTGAGE, Made this nineteenth day of July, in the year
Nineteen Hundred and Forty-eight, by and between John H. Johnson, Jr. and

Anna B. Johnson, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom
an advance or loan of Thirty-five Hundred Dollars (\$ 3500.00),
said advance or loan having been used in part payment of the purchase money for the property herein-
after described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed
money in the said principal sum of Thirty-five Hundred Dollars (\$ 3500.00),
the said Mortgagor does hereby covenant to repay the same, with interest at the rate
of six per centum (6%) per annum, computed monthly, unto the Mortgagee,
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal
and interest) of Thirty-five Dollars (\$ 35.00),
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other
public charges and assessments, commencing on the first day of August
1948, and continuing on the first day of each month thereafter until the principal,
interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said
body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every
nature and description, ground rent, if any, insurance premiums and other charges affecting the
hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby
grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground
situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as
follows:

BEGINNING for the same at an iron pipe set in the west outline of the whole tract
of which the herein described is a part, said pipe being located along said west out-
line, South twelve degrees twenty-four minutes east five hundred ninety-eight feet from
where said west outline intersects the center line of Cypress Creek County Road; said
point of beginning also being the same as erroneously described in the conveyance from
Margaret F. Ochse, widow, to The Maryland Land and Development Corporation, by deed
dated June 28, 1933, and recorded among the Land Records of Anne Arundel County in
Liber F.S.R. 112, folio 167 (said western outline having at this time been correctly
established from one extremity to the other, which at no other time, to the knowledge
of this surveyor, has been done, in the various surveys of properties adjoining this
line); and running from the beginning point so fixed and with the north line of the
above mentioned conveyance, South eighty-three degrees eight minutes east four hundred
ninety-nine and thirty-seven one-hundredths feet to a pipe set where the center line
of the old road mentioned in said conveyance, was, at one time; thence with said old
road, South seven degrees fifty minutes east one hundred and sixty feet to a pipe;
thence leaving said old road bed and running North eighty degrees thirty-one minutes
forty-five seconds west five hundred and three feet to a pipe set in the aforementioned

west boundary line; thence continuing the same course and running through the second parcel of the conveyance from The Maryland Land and Development Corporation to John F. McNulty by deed dated April 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 376, North eighty degrees thirty-one minutes forty-five seconds west twenty-four and twenty-five one-hundredths feet to a point; thence running parallel to the aforementioned west outline and twenty-two and five-tenths feet westerly therefrom, North twelve degrees twenty-four minutes west one hundred thirty-seven and four one-hundredths feet to a point; thence South eighty-three degrees eight minutes east twenty-three and eighty-three one-hundredths feet to the place of beginning. Containing one and seventy-three one-hundredths acres, as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in June, 1943.

BEING all of the first parcel in the conveyance from The Maryland Land and Development Corporation as mentioned above excepting therefrom a part erroneously described in same which was actually included in the second parcel of said conveyance and also a twenty-two and five-tenths foot strip out of the second parcel of said conveyance and lying adjacent to the first parcel of said conveyance; and also subject to the use in common of a twenty foot right of way running adjacent to and west of the above mentioned west outline from the south side of Cypress Creek County Road to the herein described lot through said second parcel of the above mentioned conveyance from the Maryland Land and Development Corporation to John McNulty (said twenty foot right of way at the present time not being used in its described position, but in a slightly more westerly location of which the grantee will have the use until the described twenty foot right of way is opened up.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto, was granted and conveyed by John F. McNulty and wife to the said John H. Johnson, Jr. and Anna B. Johnson, his wife.

WHEREAS, This mortgage shall also secure future advances, as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, ~~personal representatives~~ and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, ~~personal representatives~~ and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors, or assigns or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representative or assigns, or to whoever may be entitled to the same.

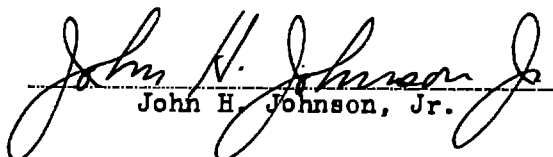
And the said Mortgagor, for himself, his heirs, ~~personal representatives~~ and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for

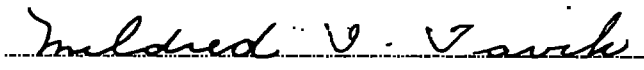
Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, ~~personal representatives~~ and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

 (SEAL)
John H. Johnson, Jr.


Mildred I. Tavik

 (SEAL)
Anna B. Johnson

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this nineteenth day of July, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John H. Johnson, Jr. and Anna B. Johnson, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my seal the day and year aforesaid.

Mildred I. Tavik
Mildred I. Tavik Notary Public

My commission expires May 2, 1949

Recorded-22nd-July-1948-at-10:15-A.M.



(DR COUNTY)

File No. 6740-T

Property:

1.73 acres near

Cypress Creek Road

Description approved

Execution approved

ANNE ARUNDEL COUNTY

Mortgage

FROM

JOHN H. JOHNSON, JR.

AND WIFE

TO

4517

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

22nd July 1948 at 10:15 A.M.
Recorded in the office of the Notary Public for the State of Maryland, in and for the City of Baltimore, at the residence of the Notary Public, 1000 North Avenue, Baltimore, Maryland.
James Windfelder
President

KOHLERMAN AND DUMLER

Attorneys at Law
Baltimore, Maryland

L. J. D.

No. 11,889 Equity

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOHN H. JOHNSON, JR. and
ANNA B. JOHNSON, his wife

ANNE ARUNDEL COUNTY
(In Equity)

.....oOo.....

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States
- (2) said defendants are not in the military service of any nation allied with the United States
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended
- (4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Carl F. Dockman

Carl F. Dockman

Affiant

Subscribed and sworn to before me

second day of

October

1956.



Antoinette M. Granese
Antoinette M. Granese Notary Public

FILED

1956 OCT -4 AM 9:04

The Capital Building	*	In the Circuit Court
and Loan Association	*	
of Baltimore City	*	
vs.	*	for
John H. Johnson, Jr.	*	Anne Arundel County
Anna B. Johnson, his wife	*	(In equity)

- * - * - * -

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated July 19, 1948	\$ 3500.00
Less Amount paid thereon	<u>2217.10</u>
BALANCE due as of January 9, 1957	\$ 1282.90

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this second day of January, in the year one thousand nine hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary C. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 6, 1957

FILED

1957 JAN -4 AM 9:07

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. 11,889 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
1406 Fidelity Building
Baltimore 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100
(\$5,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of January
in the year of our Lord 1957

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from John H. Johnson, Jr. and
Anna B. Johnson, his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 19th day of July, 1948 and recorded

among the mortgage records of Circuit Court of Anne Arundel County

in Liber J.H.H. No. 480 Folio 271 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
John O. Dumler

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler

has hereto set his hand..... and seal..... and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Ann Harrison
Ann Harrison

John O. Dumler (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin
A. A. McLaughlin As to Surety
MD3228a-500, 1-51 129351
Mortgagee's or Attorney's Bond
FILED

1957 JAN -4 AM 9:07

By E. V. Shockley
E. V. Shockley Attorney-in-Fact

Bond approved this 4th
day of January, 1957
George T. Cromwell, Clerk

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. SHOCKLEY its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. C. YOST
Assistant Secretary

By: E. H. NUTTLE
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.
January 2 1957

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. Gilliss

Assistant Secretary



THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

* IN THE CIRCUIT COURT

VS.

* FOR

JOHN H. JOHNSON, JR. and
ANNA B. JOHNSON, his wife

* ANNE ARUNDEL COUNTY
(IN EQUITY)

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building,
Baltimore 1, Maryland

* * * * *

Mortgage Sale

OF DESIRABLE FEE SIM-
PLE RESIDENTIAL PROP-
ERTY LOCATED ON
OCHE ROAD NEAR
CYPRESS CREEK
THIRD DISTRICT OF
ANNE ARUNDEL CO.

Under and by virtue of the power and
authority contained in a mortgage from
John H. Johnson, Jr. and Anna B.
Johnson, his wife to The Capital Build-
ing and Loan Association of Baltimore
City dated July 10, 1948 and recorded
among the Land Records of Anne Arun-
del County in Liber J. H. H. 480, folio
271, (default having occurred there-
under), the undersigned, the attorney
named in said mortgage, will sell at
public auction on the premises on

Wednesday, Jan. 9, 1957
At 2:30 o'clock

all that lot of ground situate and lying
in the third district of Anne Arundel
County and described as follows:

Beginning for the same at an iron
pipe set in the west outline of the
whole tract of which the herein de-
scribed is a part, said being located
along said west outline, South twelve
degrees twenty-four minutes east five
hundred ninety-eight feet from where
said west outline intersects the center
line of Cypress Creek County Road;
said point of beginning also being the
same as erroneously described in the
conveyance from Margaret F. Ochs,
widow, to The Maryland Land and
Development Corporation, by deed
dated June 28, 1933, and recorded
among the Land Records of Anne
Arundel County in Liber F. S. R. 112,
folio 167 (said western outline having
at this time been correctly established
from one extremity to the other, which
at no other time, to the knowledge of
this surveyor, has been done, in the
various surveys of properties adjoining
this line); and running from the begin-
ning from the beginning point so fixed
and with the north line of the above
mentioned conveyance, South eighty-
three degrees eight minutes east four
hundred ninety-nine and thirty-seven
one-hundredths feet to a pipe set where
the center line of the old road men-
tioned in said conveyance, was, at one
time; thence with said old road, South
seven degrees fifty minutes east one
hundred and sixty feet to a pipe; thence
leaving said old road bed and running
North eighty degrees thirty-one min-
utes forty-five seconds west five hun-
dred and three feet to a pipe set in the
aforementioned west boundary line;
thence continuing the same course and
running through the second parcel of
the conveyance from The Maryland
Land and Development Corporation to
John F. McNulty by deed dated April

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this
9th day of January, 1957, sold the property
described in the attached advertisement of
sale at and for the sum of \$1850
to John H. Johnson Jr
he being at that figure the highest bidder
therefor, and I further certify that the
said sale was fairly made.

E. T. NEWELL & CO., INC.

BY:

John M. Miller Jr.
John M. Miller Jr. Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this
9th day of January, 1957, purchased the
property described in the attached advertise-
ment of sale from John O. Dumler, Attorney
named in mortgage, at and for the sum of
\$1850 and I hereby agree to comply
with the terms of sale as set forth in the
attached advertisement of sale.

TEST:

John H. Johnson Jr.
John H. Johnson Jr.
Ann Harrison
Ann Harrison

(Purchasers)

Filed Jan 11, 1957 - 1:53 PM

1957

records of Anne Arundel County in Liber J. H. H. 354, folio 376, North eighty degrees thirty-one minutes forty-five seconds west twenty-four and twenty-five one-hundredths feet to a point; thence running parallel to the aforementioned west outline and twenty-two and five-tenths feet westerly therefrom, North twelve degrees twenty-four minutes west one hundred thirty-seven and four one-hundredths feet to a point; thence South eighty-three degrees eight minutes east twenty-three and eighty-three one-hundredths feet to the place of beginning. Containing one and seventy-three one-hundredths acres, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in June, 1948.

Being all of the first parcel in the conveyance from The Maryland Land and Development Corporation as mentioned above excepting therefrom a part erroneously described in same which was actually included in the second parcel of said conveyance and also a twenty-two and five tenths foot strip out of the second parcel of said conveyance and lying adjacent to the first parcel of said conveyance; and also subject to the use in common of a twenty foot right of way running adjacent to and west of the above mentioned west outline from the south side of Cypress Creek County Road to the herein described lot through said second parcel of the above mentioned conveyance from the Maryland Land and Development Corporation to John McNulty (said twenty foot right of way at the present time not being used in its described position, but in a slightly more westerly location of which the grantee will have the use until the described twenty foot right of way is opened up.

The above property is in fee simple and is improved by a two-story frame dwelling.

To reach the property: Proceed south on Ritchie Highway, turn left on Cypress Creek Road and right on Oche Road, about one-quarter of a mile to the first house on the left hand side of the road.

TERMS OF SALE: A cash deposit of \$500,000 will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

Attorney Named in Mortgage

JOHN O. DUMLER.

E. T. NEWELL & CO., INC.

Auctioneers

J-3

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

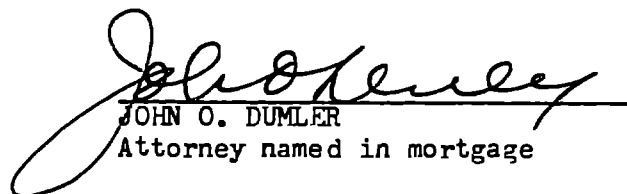
JOHN H. JOHNSON, JR. and wife
ANNA B. JOHNSON

ANNE ARUNDEL COUNTY
(IN EQUITY)

* * * * *

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the ninth day of January, 1957 at 2:30 P.M. , sell on the premises, the aforesaid fee simple property unto John H. Johnson, Jr. at and for the sum of Eighteen Hundred Fifty Dollars (\$1850.00) cash, the said John H. Johnson, Jr. having offered the greatest price therefore.


JOHN O. DUMLER
Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 10th day of January, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.




Antoinette M. Grane Notary Public

My commission expires May 6, 1957

FILED

1957 JAN 11 AM 9:28

//

THE CAPITAL BUILDING and LOAN
ASSOCIATION OF BALTIMORE CITY

versus

JOHN H. JOHNSON, Jr. and
ANNA B. JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,889

Equity

Ordered, this 11th day of January, 19 57, That the sale of the
property in these proceedings mentioned
made and reported by JOHN O. DUMLER, Attorney Named in Mortgage
~~Taxxxx~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th
day of February next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 20th
day of February next.

was

The report states that the amount of sales ~~made~~ \$1,850.00

Filed 11 Jan., 1957
10:12 A.M.
True Copy.

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING and Loan
ASSOCIATION OF BALTIMORE CITY

versus

JOHN H. JOHNSON, Jr. and
ANNA B. JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of February, 1957,
that the sale made and reported by the ~~Attorney~~ *Attorney* aforesaid, be and the same ~~is~~ *is* hereby Ratified and Confirmed
no cause to the contrary having been shown although due notice appears to have been given as required by the Order
Nisi. passed in said cause; and the ~~Attorney~~ *Attorney* allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 FEB 21 PM 4:02

Benjamin Nicholas
Judge

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1957

We hereby certify, that the annexed

Order nisi - state - Eq. 11889

John H. Johnson, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 20th

day of February, 1957. The first

insertion being made the 17th day of

January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 2869 1957-FEB 19 PM 1:38

By L. W. Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,889 Equity

The Capital Building And Loan As-
sociation of Baltimore City
Versus

JOHN H. JOHNSON, Jr. and ANNA B.
JOHNSON, His Wife

Ordered, this 11th day of January,
1957, That the sale of the property in
these proceedings mentioned made and
reported by JOHN O. DUNLER, At-
torney Named in Mortgage BE RATI-
FIED AND CONFIRMED, unless cause
to the contrary thereof be shown on or
before the 20th day of February next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 20th
day of February next.

The report states that the amount of
sale was \$1,850.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
F-7

In the Case of

The Capital Building and Loan
Association of Baltimore City

VS.

John H. Johnson, Jr.,

and

Anna B. Johnson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,889

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

April 16, 1957

All of which is respectfully submitted.

Laura K. Sickling
Auditor.

FILED

1957 APR 18 PM 2:41

Dr.

The Capital Building and Loan Ass'n of Baltimore City vs. John H. Johnson, Jr., and Anna B. Johnson, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	89	11	139	11
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	85	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	25	00		
Fidelity & Deposit Co. of Md. -bond premium	20	00		
E. T. Newell & Co, - auctioneer's fee	75	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Antoinette M. Granese - notary fees	1	50	222	70
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim	1,282	90	1,282	90
To John H. Johnson, Jr., and Anna B. Johnson, his wife, mortgagors - this balance	174	04	174	04
			1,870	25

$$\underline{1,870 \mid 25}$$

ORDER NISI

LIBER 104 PAGE 18

The Capital Building and Loan
Association of Baltimore City
VERSUS
John H. Johnson, Jr.,
and
Anna B. Johnson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,889

Equity.

ORDERED, This 18th day of April, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th
day of May next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
27th day of May next.

Filed 18 April 1957, 3:40 Pm

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~same~~ ^{proceeds} apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nickerson
Judge

FILED

1957 JUN 14 PM 3:44

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 14, 1957

We hereby certify, that the annexed

Order Nisi to No. 11,889
Auditor accountJohn H. Johnson, Jr.
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 27th

day of May, 1957. The first

insertion being made the 25th

day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,889 Equity
THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE
CITY

vs.

JOHN H. JOHNSON, JR., and ANNA
B. JOHNSON, his wife.Ordered, this 18th day of April, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 27th
day of May next; Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 27th day of May next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

M-9

FILED

No. M. G. 11,889
1957 JUN 14 AM 11:55

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

No. 10,640 Equity

GEORGE H. FITCH
15 Jefferson Avenue
Annapolis, Maryland

JOHN EDWARD FITCH
3019 Elm Street
Baltimore, Maryland

THOMAS H. FITCH
309 Luppel Avenue
Whitefish, Montana

MARY B. PHELPS
Laurel, Maryland

DAISY REEDY
2138 Baltimore Street
Baltimore, Maryland

EDNA ELROAD
ANNIE HICKMAN
WILLIE GRACE
all of 1802 Sexton Street
Baltimore 30, Maryland

MAGGIE CHANEY
219 Riverview Avenue
Dundalk 22, Maryland

KATIE OLIVER
288 Laverne Avenue
Lansdowne, Maryland

HURNIE H. WHITEHEAD
Savage, Maryland

NIMROD WHITEHEAD
77 Kinship Road
Dundalk 22, Maryland

LEONARD WHITEHEAD
Bowie, Maryland

DAVID WHITEHEAD
Maryland House of Correction
Jessup, Maryland

MAMIE FENDLAY
530 D aft Avenue
Panama City, Florida,

and ERNEST N. CORY, JR., Trustee
106 Fourth St., Laurel, Maryland,

PLAINTIFFS

vs.

RICHARD WHITEHEAD
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933, DEFENDANTS.

Filed 30 Dec., 1932.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your complainants, all being adult citizens of the United States, by their attorney, Ernest N. Cory, Jr., respectfully represent unto Your Honors:

1. That they and the respondent comprise all of the heirs at law and assigns of heirs at law of Edward Whitehead, Rezin Whitehead and Henrietta Whitehead, all deceased and late of Anne Arundel County, and now file this action for the purpose of having a decree of sale of certain property in Anne Arundel County passed, and of having a decree for the appointment of a trustee to make sale passed; that prior to the death of Henrietta Whitehead she lived in a house on the Black Bridge Road where she and her husband, Rezin Whitehead, late of Anne Arundel County, deceased, had lived prior to his death (which occurred on the third day of August, 1949); and that Rezin Whitehead departed this life testate; and that his will was duly admitted to probate in the Orphans' Court of Anne Arundel County, a certified copy of which will is attached hereto and prayed to be taken as a part hereof and marked "Exhibit A", to demonstrate that Rezin Whitehead left all of his right, title and interest in and to the property which is the subject of this action to his widow, Henrietta Whitehead; that by the last will and testament of Henrietta Whitehead, late of Anne Arundel County, which said will was dated the third day of February, 1950, the interest of Henrietta Whitehead in and to the subject real estate was left to Ernest N. Cory, Jr., in trust, however, to dispose of said real estate and apply the proceeds of the sale to certain bequests set out in said will, a copy of said will being attached hereto and prayed to be taken as a part of this bill of complaint and marked "Exhibit B"; that the estates of Rezin Whitehead and Henrietta Whitehead have been administered by the said Ernest N. Cory, Jr., and the first and final account in the estate of Rezin Whitehead, and the first account in the Estate of Henrietta Whitehead, have been filed and approved by the Orphans' Court; that since the approval of the account in the estate of Henrietta Whitehead it has appeared that the inheritance tax, although paid, was paid by an improper person and that the said inheritance tax should be, in fact, taken into consideration in this proceedings and in the final audit of these proceedings; that the estate

of Edward Whitehead and the estates of his other deceased children have not been administered.

2. That the property which is the subject of this action is described in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber FSR 118 at folio 367, a certified copy of which deed is filed herewith and prayed to be taken as a part hereof and marked "Exhibit C."

3. That at the time of the sale of said property by the County Treasurer, C. Albert Hodges, the record owner of the land which is the subject of this suit was Edward Whitehead, late of Anne Arundel County, deceased, who departed this life on or about the year 1904, and whose estate has never been administered through the Orphans' Court of Anne Arundel County or any other court; that final ratification of the sale of said property for unpaid taxes was spread upon the records of this Court in Equity Case 1611 on December 23, 1933; and that the levy books of the Treasurer of Anne Arundel County, Maryland, reveal the following facts with respect to the aforementioned parcel of land on the Black Bridge Road:

That on June 1, 1928, there was due by the owner of a lot of ground in the Fourth District, particularly described in a deed from John F. Tyson and Mary R. Tyson, his wife, dated October 13, 1884, and recorded among the Land Records of Anne Arundel County in Liber S.H. 25 at folio 68 to Andrew Whitehead (the son of Edward Whitehead, deceased, the grantee in said deed), containing nine (9) acres of land, more or less, certain state and county and school taxes for the year 1927 assessed to Andrew Whitehead; that a copy of the tax bill was mailed to the aforesaid Andrew Whitehead at his last-known address at Laurel, Maryland, on June 8, 1928; that the aforesaid lot was sold on July 21, 1931, to Rezin Whitehead for forty-one dollars (\$41.00); that a certificate of publication, showing that there had been four (4) weekly insertions before the 21st day of July, 1931, is filed among the records of the said Treasurer; that an Order Nisi was filed on the 10th day of August, 1933, and a certificate of publication was thereafter filed showing that the said Order Nisi had been published, and that said sale was finally ratified on November 23, 1933.

That the Certificate of Publication of the Order Nisi in the aforesaid case was defective, since it reads, ".... once a week for three successive weeks before the 7th day of September, 1933", whereas, according to the certificate, the first insertion was made on the 17th day of September, 1933.

4. That Edward Whitehead was the father of nine children, Rezin Whitehead, Henry Whitehead, John Whitehead, Lot Whitehead, Dick Whitehead,

Ando Whitehead, Mary Ellen Whitehead, Etta Whitehead, and Jane Whitehead, all of whom are deceased except Henry; that Rezin Whitehead left surviving him his widow, Henrietta, only, who inherited from him by will a 60/480 interest in the property of Edward; that after the death of her husband, Henrietta Whitehead obtained from Henry, the only surviving child of Edward, all of his right, title and interest in and to the property of his father, which interest was a 60/480 interest; that a certified copy of the deed recorded February 21, 1950, from Henry Whitehead to Henrietta Whitehead is filed herewith, marked "Exhibit D", and prayed to be taken as a part hereof as though fully set forth herein; that all of the other children of Edward Whitehead died leaving heirs surviving them, except Ando, who was a bachelor and is now deceased; that John, the son of Edward, had left surviving him Leonard, of Bowie, Maryland, and Katie, of Laurel, Maryland; that Katie Owens and Cora Phelps conveyed their combined 90/480 interest in and to the property which is the subject of this action to Henrietta Whitehead by deed, which said deed was recorded among the Land Records of Anne Arundel County on February 21, 1950, and is filed herewith as "Exhibit E", thereby placing in Henrietta a 210/480 interest in and to the property which is the subject of this action; that the following other interests are outstanding:

LEONARD WHITEHEAD of Bowie, Maryland	) ) )	Son of John and Grandson of Edward	) ) )	a 30/480 interest.
MAGGIE CHANEY of Dundalk, Maryland))))))	
KATIE OLIVER of Lansdowne, Maryland	) ) )	the daughters and sons of Lot and the grand- daughters and grandsons of Edward	) ) ) ) )	60/480 interest.
Nim WHITEHEAD of Sparrows Point, Md.))))))	
HURNIE WHITEHEAD of Savage, Maryland))))))	
RICHARD WHITEHEAD of Laurel, Anne Arundel County, Maryland))))))	
MAMIE FENDLEY 530 Draft Avenue Panama City, Florida	) ) )	the sons and daughter of Dick, and the grandsons and granddaughter of Edward	) ) ) ) )	60/480 interest.
DAVID WHITEHEAD Maryland House of Cor- rection, Jessup, Md.))))))	

JOHNNY FITCH))	
of Baltimore, Maryland)))	
THOMAS FITCH))	
of 309 Luppel Avenue)))	
Whitefish Lake, Montana)))	
GEORGIE FITCH))	
of annapolis, Maryland)))	
MARY PHELPS))	
of Compton Avenue)))	
Laurel, Maryland )	)	)	60/480 interest.
DAISY REEDY))	
of Baltimore, Maryland)))	
WILLIE GRACE))	
of Menlow Park, Maryland)))	
ANNIE HICKMAN))	
of Menlow Park, Maryland)	)	)	60/480 interest.
EDNA ELSROSE))	
of Menlow Park, Maryland)))	
CORA PHELPS))	
of Savage, Maryland )	)	)	60/480 interest.

For the convenience of Your Honors, there is attached hereto, marked "Exhibit F", and prayed to be taken as a part hereof, a schematic diagram illustrating the various interests and the line of descent.

5. That a copy of the will of Henrietta Whitehead, dated the 3rd day of February, 1950, is filed herewith, marked "Exhibit G", and prayed to be taken as a part hereof.

6. The real estate which is the subject of this cause of action is that which the said Edward Whitehead obtained from John S. Tyson, et ux., by Deed dated the 30th day of October, 1884, and recorded among the Land Records of Anne Arundel County in Liber S.H. #25 at folio #68, said real estate being in the Fourth Election District of Anne Arundel County and containing five (5) acres, more or less, improved by a frame dwelling and out-buildings; that the original conveyance by Tyson to Whitehead was a conveyance of ten (10) acres, part of a tract called "Snowden's New Birmingham Manor"; that in 1894, Edward conveyed one (1) acre of said land to Mrs. John E. Whitehead; that no further conveyances from Edward Whitehead were found; that in 1896, the tax assessment book shows nine (9) acres assessed to Edward Whitehead; that the 1918 assessment book shows nine (9) acres assessed

to Andrew Whitehead, who, apparently, was paying his deceased father's tax bills; that the United States of America acquired four (4) acres of the aforesaid nine (9) acre tract in Civil Case No. 1359 in the United States District Court for the District of Maryland, said acquisition being revealed by the Land Records of Anne Arundel County in Liber JHH 520 at folio 372.

7. That the complainants are desirous of receiving their just and proper share of the aforesaid property, but say to Your Honors that due to the many heirs, and due to the nature of the property, said property is not susceptible of partition in kind among the heirs at law of Edward Whitehead and the heirs under the wills of Rezin Whitehead and Henrietta Whitehead, and Your Complainants are, therefore, desirous that this Court appoint a trustee and decree a sale of said property and order the proceeds therefrom distributed among the proper heirs in their respective shares according to their several and respective rights and interests.

The premises considered, your Complainants respectfully pray:


(1) That a decree may be passed for the sale of the hereinbefore described property and the improvements thereon for the purpose of partition and the distribution of the proceeds derived from such sale among the respective parties in interest according to their respective rights and interests, and that a trustee may be appointed to make such sale and to present unto this Court the proceeds derived from such sale, and to divide the proceeds therefrom according to the respective rights and interests of the Complainants and the Respondents to this cause, and that said trustee may be given such further and additional authority in the premises as to this Court may seem necessary and proper to carry out and effectuate the orders and decrees of this Honorable Court as may be passed herein.

(2) That this Honorable Court take jurisdiction of the estates of Edward Whitehead, late of Anne Arundel County, deceased, who departed this life intestate on or about the year 1904, and require notice to be published against creditors or any and all persons having any claim against said estate; and, as well, the estates of the deceased children of Edward Whitehead.

(3) And for such other and further relief as to this Court may seem just and proper.

(4) And if it please Your Honors, to grant unto Your Complainants an order of publication in the usual form, giving notice to any unknown heirs of Edward Whitehead and any persons claiming to have any interest in said land, requiring them to be and appear in this Court, either in person or by solicitor, on or before some day certain named therein to show cause, if any there be, why a decree should not be passed as prayed.

AND AS IN DUTY BOUND, ETC.


Ernest N. Cory, Jr.
106-8 Fourth St., Laurel, Maryland

COUNSEL FOR THE COMPLAINANTS
and Trustee under the will of
Henrietta Whitehead

James M. Curley, Inc. Trust
vs.
George H. Fitch et al.

Exhibit "A"

LIBER 104 PAGE 27

Equity #

In the name of God, Amen!

I, Rezin Whitehead, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do make publish and declare the following as and for my last will and testament.

After the payment of my just debts and funeral expenses, I do give, devise and bequeath as follows:

1. To each of my brothers and sisters - John Whitehead, Henry Whitehead, Richard Whitehead, Andrew Whitehead, Thomas L. Whitehead Mary Ellen Fitz and Ella Grace, each the sum of one dollar; and to each of my nephews and niece - Frank Merson, Thomas Lett and Cora Phelps (children of my sister Jane) the sum of one dollar.

2. All the rest and residue of the estate, real, personal or mixed, of which I may die seized and possessed, or in any manner entitled, I do give, devise and bequeath unto my wife, Henrietta Whitehead, absolutely.

3. And I do hereby constitute and appoint my said wife, Henrietta Whitehead, Executrix of this my last will and testament, and request that she be not required to give bond.

And I do hereby revoke any former will or wills by me made.

Given under my hand and seal this 25th day of August in the year A. D. 1917.

his
Rezin X Whitehead (SEAL)
mark

Signed, sealed published and declared by the within named testator, Rezin Whitehead, as and for his last will and testament in the presence of us, who, at his request in his presence and in the presence of each other, hereunto subscribe our names as witnesses thereto.

James P. Curley
P. W. Curley

Examiner's Exhibit No. 5
Fitch, et al. vs. Whitehead, et al.
No. 19,640 Equity

Exhibit A

Anne Arundel County, Ds:

On the 14th day of October, 1949, came Ernest N. Cory, Jr. and made Oath in due form of law that he does not know of any Will or Codicil of Rezin Whitehead late of said County, deceased, other than the above instrument of writing and that he took the same from his safe deposit box where it had been for safekeeping. All parties notified. Testator died on the 3rd day of August, 1949.
Sworn to before the subscriber,

Test: Clemence C. Burwell
Deputy Register of Wills for Anne Arundel Co.

Anne Arundel County, Ss:

On the 8th day of November A. D. 1949, personally appeared Anne S. Musgrave who on oath says that she was well acquainted with James P. Curley and that affiant knows his handwriting, having often seen him write; that after examining the signature of James P. Curley on the paper writing purporting to be the last Will and Testament of Rezin Whitehead deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said James P. Curley and it is well known to affiants that said James P. Curley is deceased.

Anne S. Musgrave

Sworn to and subscribed before me on the day and year aforesaid.

Clemence C. Burwell,
Deputy Register of Wills for Anne Arundel Co.

Anne Arundel County, SS.

On this 20th day of December A.D. 1949, personally appeared Lee E. Gilbert who on oath says that he was well acquainted with P. W. Curley and that affiant knows his handwriting, having often seen him write, that after examining the signature of P. W. Curley on the paper writing purporting to be the last Will and Testament of Rezin Whitehead deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said P. W. Curley and it is well known to affiants that said P. W. Curley is deceased.

Lee E. Gilbert

Sworn to and subscribed before me on the day and year aforesaid.

Clemence C. Burwell,
Deputy Register of Wills for Anne Arundel Co.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Rezin Whitehead late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 24th day of January, 1950, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Rezin Whitehead, deceased.

Judges: Owain E. Owens
Charles G. Hill
George C. Schmidt

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the _____

Last Will and Testament

of _____

Rezin Whitehead

_____ late of said County deceased together with proof and probate thereof

_____ taken from the original which is
one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I herewith
subscribed my name and affix the seal of said Court
this 28th day of
October in the year of our
Lord, nineteen hundred and fifty -two.

R Glenn Prout
Register of Wills for Anne Arundel County

Examiners Exhibit No. 5

Fitch, et al. vs. Whitehead, et al.

No. 13, 640 Equity

Cory
vs.
Fitch et al.

Exhibits "B" and "G"

LIBER 104 PAGE 30

Equity #

LAST WILL AND TESTAMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, Henrietta Whitehead, of Anne Arundel County, State of Maryland, being of sound and disposing mind, do hereby make, publish and declare this my last will and testament in the manner following, to-wit:

First: I hereby revoke all prior wills and codicils by me made.

Second: I direct that all my funeral expenses and lawful debts be paid.

Third: I hereby give, devise and bequeath the five (5) acres, more or less, and the four (4) room house in which I now live, on the Brock Bridge Road, to Ernest N. Cory, Jr. in trust, however, to dispose of said real estate and apply the proceeds from said sale to my estate in the following bequests:

Fourth: I give, devise and bequeath to William James Williams, Jr. the sum of One Thousand Dollars (\$1000.00).

Fifth: I give, devise and bequeath to Leonard Williams, of Beltsville, Maryland, the sum of One Thousand Dollars (\$1000.00).

Sixth: I give, devise and bequeath to Jennings Bryan Williams of Beltsville, Maryland, the sum of One Thousand Dollars (\$1000.00).

Seventh: I give, devise and bequeath to James J. Williams, Sr. of Whitemarsh, Maryland, the sum of One Thousand Dollars (\$1000.00).

Eighth: I give, devise and bequeath to Bobby Allen of Arlington, Virginia, the sum of Two Hundred Dollars (\$200.00).

Ninth: I give, devise and bequeath to Mary Hall the sum of Five Hundred Dollars (\$500.00).

Tenth: All the rest and residue of the estate, real, personal and mixed, of which I may die seized and possessed or in any manner entitled, I do give, devise and bequeath unto William James Williams, Jr., Leonard Williams, Jennings Bryan Williams, James J. Williams, Sr., Bobby Allen and Mary Hall, to share among themselves in the same proportions as herein set forth in paragraphs numbered Fourth, Fifth, Sixth, Seventh, Eighth and Ninth.

Eleventh: And I do hereby constitute and appoint Ernest N. Cory, Jr., my attorney, the Executor of this, my last will and testament.

Exhibits B (and C)

Examiner's Exhibit No. 6
Filed, et al. vs. Whitehead, et al.
No. 10, 640 Equity 10

Filed 30 Dec. 1962
Re-filed 10 Nov. 1963

In Witness Whereof I have hereunto set my hand at Laurel,
Maryland, this 3d day of February, 1950.

Henrietta Whitehead (SEAL)

Signed, sealed, published and declared by Henrietta Whitehead
to be her last will and testament, in the presence of all of us at
one time, and at ~~the~~ same time, we, at her request and in her
presence and in the presence of each other have hereunto subscribed
our names as witnesses and in attest to the sound and disposing
mind of the said testator and to the performance of the aforesaid
acts of execution at Laurel, Maryland, this 3rd day of February,
1950.

Lee E. Gilbert, Laurel, Maryland.

Elva H. Fondersmith, Laurel, Maryland.

Bertha S. Brashears, Laurel, Maryland.

Anne Arundel County, Ss:

On the 13th day of November, 1951, came Ernest R. Cory and made oath in due form of law that he does not know of any Will or Codicil of Henrietta Whitehead late of said County deceased, other than the above instrument of writing and that he found the same among the deceased's personal effects.

Testatrix died on the 9th day of November, 1951.
Sworn to in open Court,

Test: Clemence C. Burwell
Deputy Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 13th day of November, 1952, came Bertha S. Brashears, one of the subscribing witnesses to the foregoing last Will and Testament of Henrietta Whitehead late of said County, deceased, and made oath in due form of law that she did see the testatrix sign and seal this will, that she heard her publish, pronounce and declare the same to be her Last Will and Testament, that at the time of her so doing she was to the best of their apprehension of sound, disposing mind, memory and understanding and that she together with Lee E. Gilbert and Elva H. Fondersmith subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.
Sworn to in open Court,

Test: Clemence C. Burwell
Deputy Register of Wills for Anne Arundel County

Anne Arundel County, SS.

On this 13th day of November A. D. 1951, personally appeared Bertha S. Brashears who on oath says that she is well acquainted with Lee E. Gilbert and that affiant knows his handwriting having often seen him write, that after examining the signature of Lee E. Gilbert on the paper writing purporting to be the last Will and Testament of Henrietta Whitehead, deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Lee E. Gilbert and it is well known to affiant that said Lee E. Gilbert cannot be present.

Bertha S. Brashears

Sworn to and subscribed before me on the day and year aforesaid.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Henrietta Whitehead late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 13th day of November, 1951, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Henrietta Whitehead, deceased.

Judges: Owain E. Owens
Joseph O. H. Fowler
Charles G. Hill

STATE OF MARYLAND

Anne Arundel County

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the

Last Will and Testament

of

Henrietta Whitehead

late of said County

deceased together with proof and probate thereof

taken from the original which is

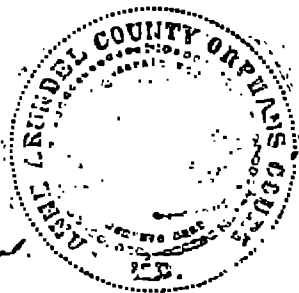
one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto
subscribed my name and affix the seal of said Court
this 28th day of
October in the year of our
Lord, nineteen hundred and fifty-two.

R Glenn Prout

Register of Wills for Anne Arundel County



Examiner's Certificate No. 6

Fitch, et al. vs. Whitehead, et al.

No. 10,640 Equity

13

THIS DEED, Made this 29th day of November, in the year nineteen hundred and thirty between C. Albert Hodges, County Treasurer of Anne Arundel County, of the first part, and Rezin Whitehead, of the second part;

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and Twenty seven, and assessed to Andrew Whitehead located in the Fourth District of said County, the said C. Albert Hodges, County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 21st day of June in the year nineteen hundred and thirty-one the said C. Albert Hodges, County Treasurer as aforesaid, sold said property hereinafter described, at public sale to Rezin Whitehead of Anne Arundel County, at and for the sum of Forty one dollars, being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 23rd day of November, in the year nineteen hundred and thirty three and the said C. Albert Hodges, County Treasurer is authorized by law, to execute this deed.

NOW THEREFORE THIS DEED WITNESSETH, That in consideration of the premises and the sum of Forty One Dollars, the said C. Albert Hodges, County Treasurer as aforesaid, doth hereby grant and convey unto the said Rezin Whitehead their successors or assigns, all that piece or parcel of land situate near Laurel, in the Fourth Election

EXHIBIT "C"

*Filed 30 Dec, 1932.
Re-filed 10 Nov, 1933.*

*Examined Exhibits
Filed, et al. vs.
Whitehead, et al.
No. 10,640 Equity*

District of Anne Arundel County, and State of Maryland and supposed to contain nine acres of land more or less, said lot of land being the identical lot of land which was conveyed to the said Andrew Whitehead by John F. and Mary R. Tyson, his wife, by deed bearing date the 13th day of October, Eighteen Hundred and eighty-four, and duly recorded among the Land Records of Anne Arundel County in Liber S.H. No. 25 folio 68 &c.

TOGETHER with the improvements thereon made or being, and the rights, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the said Rezin Whitehead his heirs and assigns forever.

Witness my hand and Seal the day and year first above written.

Test: C. Albert Hodges. (Seal)
Mary M. Munroe. Treasurer of Anne Arundel County.
State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 29th day of November, in the year nineteen hundred and thirty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared C. Albert Hodges, County Treasurer of Anne Arundel County, and acknowledged the foregoing Deed to be his act. Witness my hand and Seal Notarial the day and year first above written.

(NOTARIAL SEAL)

Mary M. Munroe.

Notary Public.

Recorded December 1 1933 - 11:30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber F.S.R. No. 118 Folio 367 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 13th day of November, 1952.



John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

QUIT CLAIM DEED

THIS DEED, Made this 14th day of January, 1950

by and between HENRY WHITEHEAD, widower, of Prince George's County in the State of Maryland, of the first part, and HENRIETTA WHITEHEAD, widow, of the second part, and given by the party of the first part in acknowledgment that he has no claim to any of the herein described property.

WHEREAS, the party of the first part, Henry Whitehead, is the only surviving son of Edward Whitehead who is the same Edward Whitehead described in a certain deed from John S. Tyson and wife, recorded in Liber S.H. #25 at folio #68; and, whereas, he is desirous of quit-claiming any interest that he may have in the property left by his father in order that his brother's widow, Henrietta Whitehead, may have her rightful whole interest in said property.

WITNESSETH, that in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the said Henry Whitehead does hereby grant, quit-claim and convey unto the said Henrietta Whitehead, her heirs and assigns, in fee simple, forever, all of his right, title and interest in and to that lot or parcel of ground situate and being in Anne Arundel County; and more particularly described as follows:

All that lot or parcel of ground contained in a certain deed from John S. Tyson and wife to Edward Whitehead, dated October 30, 1884 and recorded in Liber No. S.H. 25 at folio #68;

BEING the same parcel of ground conveyed by C. Albert Hodges, County Treasurer, to Rezin Whitehead on November 27, 1923, and recorded in Liber F.S.R. No. 118 at folio 367; excepting therefrom that portion described in the aforesaid deeds taken by the United States of America by condemnation in Civil Case No. 1359 in the United States District Court for the District of Maryland.

The property intended to be conveyed hereby contains five (5) acres, more or less, in the Fourth Election District of Anne Arundel County.

Exhibit "D"

NO
STAMPS
REQUIRED
WRONG

Filed 30 Dec, 1952.
Re-filed 10 Nov, 1953.

Examiner's Exhibit No. 1
Fitch, et al. vs. H. Whitehead, et al.
No. 10,640 Equity

17

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Henrietta Whitehead, widow, her heirs and assigns, in fee simple, free and clear of all claims of every kind and character of the grantor.

WITNESS the hand and seal of said grantor.

TEST:

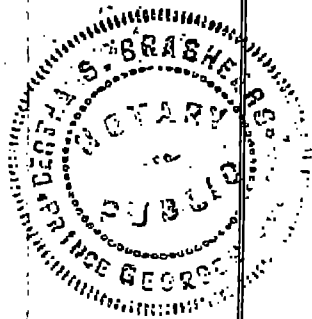
Bertha S. Brashears
BERTHA S. BRASHEARS

Henry Whitehead (SEAL)
Henry Whitehead

TOWN OF LAUREL
PRINCE GEORGE'S COUNTY
STATE OF MARYLAND

I HEREBY CERTIFY, that on this 14th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared HENRY WHITEHEAD, the above named grantor, and did acknowledge the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.



Bertha S. Brashears
Notary Public, Maryland
BERTHA S. BRASHEARS
My Commission expires May 7, 1951

Recorded- 21st February 1950, at 3:20 P.M.

I hereby certify that
the property of
thirteen
dollars and no cents
1950.
Clarence L. Johnson,
Clerk
K

PAID TO
DEC 31 1950
QUIT CLAIM DEED

From: HENRY WHITEHEAD, widower,

to: HENRIETTA WHITEHEAD, widow

Dated:
____ day of _____, 1949.

*Recorded for Record 21
of July 1950, Vol. 3-200
and the same was recorded in the
J.M.H. Vol. 558, No. 432
Records of Anne Arundel Co. Md.
John H. Hopkins*

CORY AND GILBERT
106-8 4TH STREET
LAUREL, MARYLAND
LAUREL 165

FILED

QUIT CLAIM DEED

THIS DEED, Made this 14th day of January, 1950,
by and between Katie M. Owens and C. EDELEN OWENS, her husband, and CORA
PHELPS, parties of the first part, and HENRIETTA WHITEHEAD, widow, party
of the second part, and given by the parties of the first part in acknow-
ledgment that they have no claim to any of the herein described property.

WHEREAS, the parties of the first part are heirs at law of
Edward Whitehead, who is the same Edward Whitehead described in a certain
deed from John S. Tyson and wife, recorded in Liber S.H. #25 at folio #68;
and, whereas, they are desirous of quit-claiming any interest that they may
have in the property left by Edward Whitehead in order that Henrietta White-
head may have her rightful whole interest in said property.

WITNESSETH, that in consideration of the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the said parties of the first
part do hereby grant, quit-claim and convey unto the said Henrietta White-
head, her heirs and assigns, in fee simple, forever, all of his right,
title and interest in and to that lot or parcel of ground situate and
being in Anne Arundel County and more particularly described as follows:

All that lot or parcel of ground con-
tained in a certain deed from John S. Tyson and wife to Edward Whitehead,
dated October 30, 1884 and recorded in Liber No. S.H. 25 at folio #68;

BEING the same parcel of ground conveyed
by C. Albert Hodges, County Treasurer, to Rezin Whitehead on November 29,
1923, and recorded in Liber F.S.R. No. 118 at folio 367; excepting there-
from that portion described in the aforesaid deeds taken by the United
States of America by condemnation in Civil Case No. 1359 in the United
States District Court for the District of Maryland.

The property intended to be conveyed
hereby contains five (5) acres, more or less, in the Fourth Election
District of Anne Arundel County.

EXHIBIT "E"

NO STAMPS
REQUIRED
W. J. G.

Filed 30 Dec., 1952.
Re - filed 10 Nov., 1953.

Examine Exhibit No. 3
Filed, et al. vs. Whitehead, et al.
No. 10,640 Equity

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Henrietta Whitehead, widow, her heirs and assigns, in fee simple, free and clear of all claims of every kind and character of the grantor.

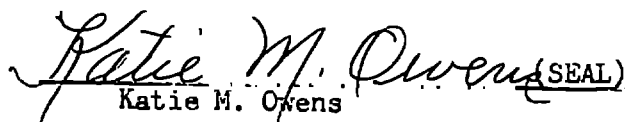
WITNESS the hand and seal of said grantor.

TEST:


LEE GILBERT


LOUISE A. FLESTER


LEE GILBERT

 (SEAL)
Katie M. Owens

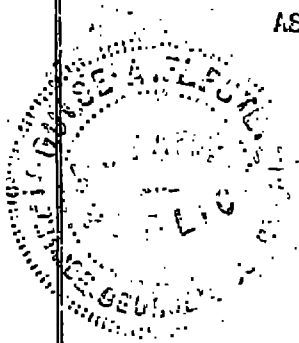
 (SEAL)
C. Edelen Owens

 (SEAL)
Cora Phelps

TOWN OF LAUREL
PRINCE GEORGE'S COUNTY
STATE OF MARYLAND

I HEREBY CERTIFY, that on this 14th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared KATIE M. OWENS and C. EDELEN OWENS, and CORA PHELPS, the above named grantors, and did acknowledge the foregoing deed to be their act.

AS WITNESS my hand and Notarial Seal.




Louise A. Flester Notary Public, Maryland

My Commission expires May 7, 1951

Recorded- 21st February 1950, at 3:20 P.M.

Whittier "E"

*I hereby certify that
the property
has been
received
1950.*

*Clarence E. Johnson,
Clerk*

**TAXES
PAID TO
DEC 31, 1950**
QUIT CLAIM DEED

From: Katie M. Owens and C.
Edelen Owens, her husband,
and Cora Phelps,

parties of the first part,

To: Henrietta Whitehead, widow,
party of the second part.

Dated:

14th day of January, 1950.

*Received for Record 21
of Feb 1950 3:40
J. H. M. 558 430
Recorded Anne Arundel Co. 1950
John H. Hopkins*

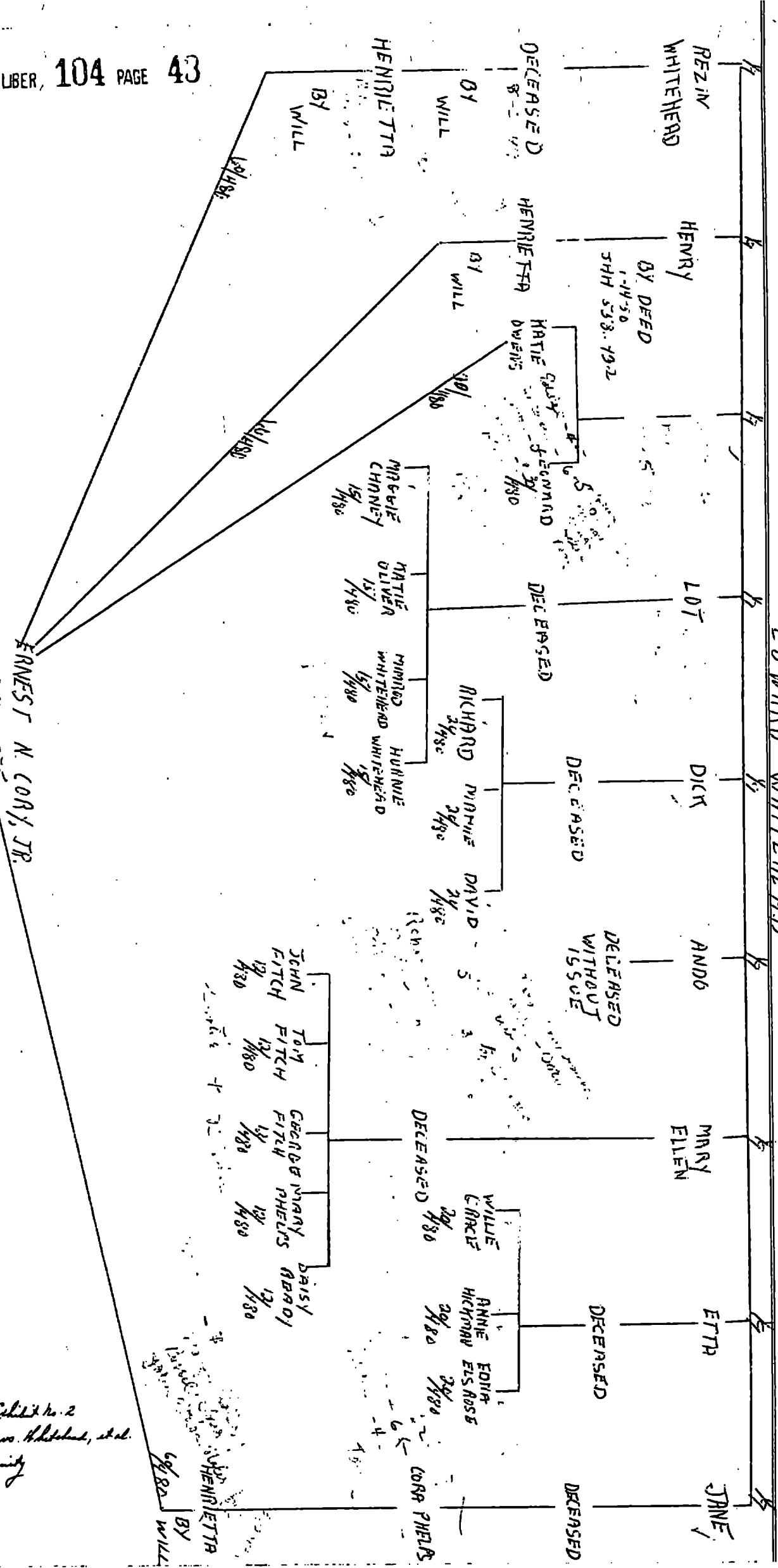
CORY AND GILBERT
106-S 4TH STREET
LAUREL, MARYLAND
LAUREL 165

FILED

ERNEST N CORY, JR. TRUSTEE
vs.
GEORGE H. FITCH, et al

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EXHIBIT "E"
EDWARD WHITEHEAD

EQUITY NO.



Re-filed 10 Nov 1953. Filed 30 Dec 1952.

Exhibit No. 2
Fitch, et al. vs. Whitehead, et al.
10, 40 Equity

Law Offices
ERNEST N. CORY, JR.
Laurel, Maryland

~~MCWILLIAMS, EVANS & MELVIN~~
~~Annapolis, Maryland~~

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al

No. 10,640 Equity

Plaintiffs

vs.

RICHARD WHITEHEAD
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933,

Defendants

ORDER OF PUBLICATION

The object of this suit is to obtain the sale of certain real estate in lieu of partition.

The Bill of Complaint recites in substance that Edward Whitehead, late of Anne Arundel County, deceased, was seized and possessed of a certain tract of land and improvements thereon on the Black Bridge Road in Anne Arundel County east of Laurel, Maryland; that Edward Whitehead had nine children, all of whom have departed this life with the exception of Henry; that the complainants and the respondent in the above captioned case are all of the heirs at law of Edward Whitehead; that Edward's son, Rezin, and Rezin's wife, Henrietta, lived on the property described in the bill for many years; and that Rezin left his interest in the property to his widow, Henrietta; and that upon the death of Henrietta, she left the interest that she acquired from her late husband and other interests that she acquired by deed to Ernest N. Cory, Jr., as trustee to carry out and dispose of said property as directed in the last will and testament of Henrietta Whitehead; that the estates of Rezin and Henrietta Whitehead have been administered in the Orphans' Court for Anne Arundel County, the estate of Rezin Whitehead having been closed, and the first account filed in the estate of Henrietta Whitehead, but that the estate of Edward Whitehead and the estates of his deceased children have not been administered; that the property which is the subject of this action is that property described in a

Filed 30 Dec, 1932

certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber FSR 118, folio 367, saving and excepting therefrom, however, approximately four (4) acres taken by the United States of America in Equity Case No. 1359 in the Circuit Court for Anne Arundel County, and is part of the same property that Edward Whitehead obtained from John S. Tyson, et ux., by deed dated the 30th day of October, 1884, and recorded among the Land Records of Anne Arundel County in Liber S.H. 25 at folio #68; that the complainant, Ernest N. Cory, Jr., is desirous of receiving under his trust his just and proper share of the aforesaid property, but he and the other complainants say to the Court that due to the many heirs and due to the nature of the property said property is not susceptible of partition in kind among the heirs and legatees, and the complainants are therefore desirous that the Court appoint a trustee and decree a sale of said property and order the proceeds therefrom distributed among the proper heirs and legatees according to their several and respective rights and interests.

The bill prays for a decree ordering the sale of said property and improvements thereon for the purpose of partition and distribution of the proceeds derived from such sale among the respective parties in interest and for the appointment of a trustee to make said sale and divide the proceeds therefrom according to the respective rights and interests of the complainants and the respondent. The bill further prays that the Circuit Court for Anne Arundel County take jurisdiction of the estates of Edward Whitehead, Henry Whitehead, John Whitehead, Lot Whitehead, Dick Whitehead, Ando Whitehead, Mary Ellen Whitehead, Etta Whitehead and Jane Whitehead, as provided for by law, and give notice to creditors or any and all persons having any claim against said estates.

IT IS THEREUPON this 30 day of December, 1952, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, Sitting in Equity, ADJUDGED, ORDERED and DECREED that notice be given to all unknown heirs, if any, of Edward Whitehead and any persons having or claiming to have any interest in a certain (5) acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, by the

-3-

insertion of a copy of this order is some newspaper published in Anne Arundel County once a week for ^{four}~~three~~ successive weeks on or before the 9 day of February, 1953, warning them to be and appear in the Circuit Court for Anne Arundel County by the 25 day of February, 1953, to show cause, if any they have, why the relief prayed for should not be granted.

John H. Hopkins, 3rd, Clerk
~~Judge~~

TRUE COPY, TEST:

John H. Hopkins, III
Clerk of Circuit Court for Anne Arundel County

GEORGE E. FITCH, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
RICHARD WHITEHEAD, etc.	*	No. 10,640 Equity
	*	

A N S W E R

Now comes the defendant, Richard Whitehead, by McWilliams, Evans & Melvin, his attorneys, and for answer to the Bill of Complaint in this Honorable Court exhibited against him says:

1. That the defendant neither admits nor denies the allegations contained in Paragraph One (1) of said Bill of Complaint.
2. That the defendant admits the allegations contained in Paragraph Two (2) of said Bill of Complaint.
3. That the defendant neither admits nor denies the allegations contained in Paragraph Three (3) of said Bill of Complaint.
4. That the defendant neither admits nor denies the allegations contained in Paragraph Four (4) of said Bill of Complaint.
5. That the defendant admits the allegations contained in Paragraph Five (5) of said Bill of Complaint.
6. That the defendant neither admits nor denies the allegations contained in Paragraph Six (6) of said Bill of Complaint.
7. That the defendant admits the allegations contained in Paragraph Seven (7) of said Bill of Complaint.

Filed 13 Mar. 1953.

Having answered said Bill of Complaint, the defendant
prays to be dismissed with reasonable costs.

McWilliams, Evans & Melvin

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Attorneys for Defendant

I hereby certify that a copy of the foregoing Answer
was mailed this 12 day of March 1953 to Ernest N. Cory, Jr., Esq.,
106-8 Fourth Street, Laurel, Maryland, attorney for plaintiffs.

Matthew J. Evans

McWilliams, Evans & Melvin


THIS IS TO CERTIFY, that I have viewed the property of Rezin Whitehead on Blackbridge Road near Laurel, Maryland.

There are four acres of level, cleared land fronting on a hard surfaced road. Several small homes have been recently constructed in the area and the highest and best use for the land is for development purposes and construction of low or medium priced homes.

Improvements consist of a small, two story frame dwelling of four rooms, no utilities, except electricity. It is in a fair state of repair. There are also, several small sheds and chicken houses in poor repair. They have very little value.

It is my opinion based upon recent sale of comparable property in the community and general knowledge of values that the present, fair market value of the property is Fifty-two hundred and fifty (\$5,250.00) Dollars.

It is further certified that I have no interest whatsoever in the property appraised, nor am I related to the parties in interest in any way and that this appraisal represents my impartial and unbiased opinion.


Leo W. Dunn,
3333 R.I. Avenue,
Mt. Rainier, Md.

March 19th, 1953.

Filed 5 May, 1953

[illegible]

TESTIMONY ON BEHALF OF PLAINTIFF

April 8, 1953.

Present:

Ernest N. Corey, Jr., Esq.,
Solicitor for Plaintiffs

Matthew S. Evans, Esq.,
Solicitor for Defendants

Chipman W. Cunningham, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

WITNESSES

Henry Whitehead	Pages 1 to 8
Richard Whitehead	Pages 9 to 13
George H. Fitch	Pages 14 and 15
Kent R. Mullikin	Pages 17 and 18
Leo W. Dunn	Pages 19 and 20

Signatures Waived.

Mr. Clerk:

Please file

Please file

William H. Cunningham
EXAMINER

Filed 10 Nov., 1953.

Henry Whitehead, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. COREY:

Q. 1 Will you state your name please?

A. Henry Whitehead.

Q. 2 Where do you live, sir?

A. 415 Main Street, Laurel.

Q. 3 What was your father's name, sir?

A. Edward Whitehead.

Q. 4 How many children did he have, Mr. Whitehead?

A. Nine.

Q. 5 Could you name them please?

A. Jane, John E., Thomas L., Richard, Andrew, Henry (that's me) and Rezin.

Q. 6 What were the names of the other two?

A. Mary Ellen and Ettá.

Q. 7 Mr. Whitehead, was Richard known as "Dick"?

A. Yes.

Q. 8 Was Thomas known as "Lott"?

A. Yes.

Q. 9 Was Andrew known as "Ando"?

A. I used to call him Toady.

Q. 10 Did some people call him "Ando"?

A. Yes.

Q. 11 Mr. Whitehead, are any of those other brothers and sisters of yours living?

A. No.

Q. 12 You are the only one left?

A. I am the only one left.

Q. 13 Did your father, Edward, have a piece of property on the Blackbridge Road?

A. Yes, if the piece you mean is the one down there on the Black Bridge Road that they call Rezin's, that's Edward Whitehead's.

Q. 14 Your brother Rezin lived on that property?

A. Yes. He died there.

Q. 15 Mr. Whitehead, do you know how much land is down there?

A. No. There was ten acres in the piece he bought. John got an acre off it and the Government got four acres on the opposite side of the road. The road divided it and the Government got all that's on one side of the road.

Q. 16 There were five acres left?

A. I don't think it was ever run out to show. I know there was ten acres in the tract. One-half was supposed to be left there.

Q. 19 Mr. Whitehead, is there a house on the place?

A. Yes.

Q. 20 Any other buildings on it?

A. Yes. There's a stable and chicken houses.

Q. 21 What type of house is it?

A. I thinks its sixteen by twenty-four.

Q. 22 Do you have any idea of the value of it Mr. Whitehead?

A. Well, the way things is selling, and the way it is located there, I guess it's worth about \$5,000.00.

Q. 23 Mr. Whitehead, did you inherit a certain interest in this property from your father? Do you still have that interest? Do have that interest now?

A. Well, I believe you kinda sold me out on that.

Q. 24 Do you still own an interest in the property?

A. The interest I inherited from my father I deeded to Henrietta, but if I inherited from any of my brothers or sisters, I still have an interest.

Q. 25 Did Rezin have any children?

A. No sir.

Q. 26 He is deceased now, isn't he?

A. Yes.

Q. 27 He was married?

A. Yes.

Q. 28 What was his widow's name?

A. Henrietta.

Q. 29 Is she living or dead?

A. Dead.

Q. 30 Did she ever re-marry?

A. No.

Q. 31 Did she have any children of her own before she married your brother?

A. No.

Q. 32 Do you know when your brother Rezin died?

A. I don't know exactly. He died around 1950.

Q. 33 Do you know approximately when Henrietta died, Mr. Whitehead?

A. She died the third of November, 1951.

Q. 34 Mr. Whitehead, when did John die?

A. Twenty-fifth of June, in 1936.

Q. 35 Did he have any children?

A. Yes.

Q. 36 Do you recall their names, sir?

A. Yes. He had six. There was Eddy, Sylvester, Laura, Harry,

Katie and Leonard.

Q. 37 Mr. Whitehead, are they all living?

A. No.

Q. 38 Do you know which ones are dead?

A. Yes. Eddy, Sylvester, Laura and Harry.

Q. 39 That leaves Katie and Leonard surviving at the present time, is that right?

A. Yes.

Q. 40 Do you know when Thomas died, the one they called "Lott"?

A. He died in 1936, December 30.

Q. 41 Did he have any children?

A. Yes, he got four.

Q. 42 Do you know their names?

A. Maggie, Katie, Nimrod and Hurnie.

Q. 43 Are they living?

A. Yes.

Q. 44 When did Richard die, if you know?

A. His son is here, he can tell you. I don't know exactly. It was somewhere between 1922 and 1925.

Q. 45 Did he have any children?

A. Yes.

Q. 46 What were their names, if you recall?

A. Richard, Julius, Mamie, Walter and David. He only has three living.

Q. 47 Which ones are living?

A. Richard, David and Mamie, I think.

Q. 48 Now Andrew, do you recall when he died?

A. About 1937 or 1938.

Q. 49 Was he married, sir?

A. No sir.

Q. 50 He died a bachelor, then?

A. Yes.

Q. 51 Mary Ellen, do you recall when she died?

A. Twenty-sixth of June, 1924.

Q. 52 Do you know what her children's names were?

A. Tommy, Johnny and George - three boys; Gertie, Mary, Daisy and Birdie.

Q. 53 Is Birdie still living?

A. No, she's dead.

Q. 56 Are any of the others living?

A. Five are living, one is dead.

Q. 57 When did Etta die, if you know?

A. I can't tell you that.

Q. 58 But you know that she is dead?

A. Oh yes.

Q. 59 Do you know her children's names?

A. Yes. I think she's got six. Charley, Marie, Annie, Willie, Edna and Mabel.

Q. 60 Which ones of those are living?

A. Willie, Annie and Edna.

Q. 61 Charley, Marie and Mabel are dead?

A. Yes.

Q. 62 Now, how about Jane, is she living or dead?

A. Dead.

Q. 63 Do you recall when she died?

A. No, she's been dead a long time. I couldn't tell you that.

Q. 64 Did she have any children, do you know?

A. Yes. She's got one living named Phelps, Cora Phelps.

Q. 65 What other children did she have?

A. She had one boy named Tommy, - he got killed on the road last fall a year ago. She's only got one left.

Q. 66 What others besides Tommy are dead?

A. She only had two children - Cora and Tommy.

Q. 67 Was Tommy married, do you know, and did he have any children?

A. I don't know.

Q. 68 Let me ask you about some of Etta's children. Do you know whether Charley had any children?

A. Yes, two.

Q. 69 What are their names?

A. I can't tell you their names. Both are cops in Baltimore.

Q. 70 Did Mary's daughter, Etta, have any children?

A. Yes.

Q. 71 Do you know their names?

A. No sir.

Q. 72 How many were there?

A. Six - three boys and three girls.

Q. 73 Mabel, did she have any children?

A. Yes.

Q. 74 How many?

A. Four.

Q. 75 Do you know their names?

A. No sir.

Q. 76 Going back to the children of Mary Ellen. Birdie is deceased. Did she have any children?

A. Yes.

Q. 77 How many children did she have?

A. She's got one.

Q. 78 Do you know the child's name?

A. No sir, I couldn't call it now.

Q. 79 Going back to the children of Richard. There was Sylvester, did he have any children?

A. Yes. His brother says he has five.

Q. 80 Do you know their names?

A. No sir.

Q. 81 Walter, the deceased son of Richard, did he have any children?

A. Three. His son is setting outside, he can tell you about them.

Q. 82 I suppose you don't know their names either?

A. No sir.

Q. 83 Going back over the sons and daughters of Richard, we have Richard, Mamie, David, Julius and Walter. Were there any others?

A. Yes, Reba and Bessie, but they died single.

Q. 84 Thomas, I believe you said, had four children - Maggie, Chaney, Katie Oliver, Nimrod Whitehead and Hurnie Whitehead, all of whom are living. He had no other children?

A. That's correct.

Q. 85 Taking the children of John. I believe you testified there were Katie Owens and Leonard Whitehead living. Were there any other children of John's living or dead?

A. I give you four.

Q. 86 Would you give them again please?

A. Eddie, Sylvester, Harry and Laura.

Q. 87 Are Eddie, Sylvester, Harry or Laura living?

A. No sir.

Q. 88 Did Eddie have any children?

A. Four.

Q. 89 Do you know their names?

A. No, not now.

Q. 90 Did Sylvester have any children?

A. Yes, six.

Q. 91 Did Harry have any?

A. No, he died young.

Q. 92 Did he die single?

A. Yes.

Q. 93 Did Laura have any children?

A. Yes, but I couldn't tell you how many.

Q. 94 Mr. Whitehead, I show you an original deed from you to Henrietta Whitehead. It is a quit-claim deed dated January 14, 1950.

Is this your signature?

A. Yes.

Q. 95 Is that the deed you executed on January 14, 1950?

A. I guess it is. It's my handwriting there.

The deed referred to, which is marked "Exhibit D" in the jacket, is offered in evidence and re-filed with the testimony marked "Plaintiff's Examiner's Exhibit No. 1."

Q. 96 Mr. Whitehead, do you believe this piece of property could be divided up among all these people?

A. I don't know how in the world you would do it. It's going to be^a pretty hard job to divide the money.

CROSS-EXAMINATION WAIVED.

In answer to the General Question, Witness answered:
"No, I think I answered all the questions I really knew about."

Signature Waived.

Richard Whitehead, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. COREY:

Q. 1 Will you state your name please?

A. Richard A. Whitehead.

Q. 2 Where do you live?

A. Laurel.

Q. 3 Is your home in Anne Arundel County?

A. Yes.

Q. 4 Are you familiar with the property of your great-grandfather, Edward Whitehead, down on the Blackbridge Road?

A. Yes.

Q. 5 Have you got any idea how much it is worth?

A. No, I havent.

Q. 6 How big a place is it?

A. Five acres, more or less.

Q. 7 Is there a house on it?

A. Yes.

Q. 8 Outbuildings?

A. Yes.

Q. 9 What are they?

A. A tenant house and stable, and a little chicken house, I believe.

Q. 10 We have got a good many people in this family. Let's see if we can straighten some of them out. Is Rezin Whitehead living?

A. No.

Q. 11 Did he have any children?

A. No sir.

Q. 12 Did he have a wife?

A. Yes.

Q. 13 Is she living?

A. No sir.

Q. 14 What was her name?

A. Henrietta.

Q. 15 John Whitehead. Do you remember him?

A. Yes.

Q. 16 How many children did he have?

A. I have to count them. Laura, Daisy, Sylvester, Harry, Katie and Leonard - six.

Q. 17 Are they all living or not?

A. They are all dead but Katie and Leonard.

Q. 18 Did Eddie have any?

A. Three or four.

Q. 19 Do you know their names?

A. I couldn't tell you that.

Q. 20 How about Sylvester, did he have any?

A. Yes. He has six - Henry and Joe, Maggie and Mary and Helen and Peggy - two boys and four girls.

Q. 21 Did he ever have any other children that died?

A. No, he just had the six.

Q. 22 Are they all living?

A. Yesx, they're all living.

Q. 23 Do you know where they are?

A. Yes. I guess some of them are home, ^{I reckon,} right up at Laurel, they live right above me on the hill. Sylvester's wife does, and Maggie.

Q. 24 Did Harry have any children?

A. No, he died when he was young, fourteen or fifteen.

Q. 25 How about Laura?

A. She's got five or six, too.

Q. 26 Do you know their names?

A. I know some of them. I don't know whether I can give you all. There's Blanche and Mary, Edna and Roy, one boy, Roy. There's one more but I forget the name. She was the youngest girl, I can't think of her name right now.

Q. 27 Are these children of Laura all living?

A. Yes, all are living.

Q. 28 How many did Thomas have, the one they call Lott?

A. Four of them living - Katie, Maggie, Hurnie and Nim.

Q. 29 Were there others who are not living?

A. Walter, he is dead.

Q. 30 Was he the son of Lott or the son of Dick?

A. No, Lott.

Q. 31 Did Dick have a son named Walter too?

A. Yes.

Q. 32 Did Walter have any children?

A. Dick's Walter did.

Q. 33 How about Lott's Walter?

A. No, he wasn't married.

Q. 34 How many children did Richard, your father, have?

A. Nine.

Q. 35 Who were they?

A. Julius, Richard, myself, Clinton (he is dead), -

Q. 36 Was he married?

A. No sir, (continuing) Bessie, Reba, or Rebecca (she's dead

too), Walter, Mamie and David. The baby was named Violet. She was two years old when she died.

Q. 37 Did Bessie have any children?

A. No.

Q. 38 Did Clinton have any?

A. No, he died when he was nineteen.

Q. 39 Has Julius got any children?

A. He has got five.

Q. 40 Can you name them?

A. Clara, Charlie, Irving, Lawrence and Dora.

Q. 41 How about Walter, did he have any?

A. Yes, three.

Q. 42 Will you state their names?

A. Agnes, Raymond, the boy, and Dorothy.

Q. 43 Are they living?

A. All three are living.

Q. 44 You didn't mention David. Is he still living?

A. Yes.

Q. 45 Do you know Birdie, the daughter of Mary Ellen?

A. Oh yes.

Q. 46 Is she living now?

A. No.

Q. 47 Did she have any children?

A. I couldn't tell you.

Q. 48 Do you know Charley, the son of Etta?

A. Yes, I knew him.

Q. 49 He is dead, isn't he?

A. Yes.

Q. 50 Did he have any children?

A. I couldn't say whether or not.

Q. 51 He had a sister named Mary, is that correct?

A. Yes.

Q. 52 Did she have any children?

A. She had some. I couldn't tell how many.

Q. 53 How about Mabel, their sister, did she have any children?

A. I don't know about whether any of Aunt Edna's children, how many they had, and I don't know their names.

Q. 54 You have property near your grandfather's property on the Blackbridge Road, do you not?

A. Yes, sir.

Q. 55 Is it about the same size?

A. No, mine is three and a half acres.

Q. 56 Knowing the property, would you say it could be divided up among your grandfather's heirs in kind?

A. Might be by inches, each one would get about six inches a piece, I guess.

CROSS-EXAMINATION WAIVED:

In answer to the General Question, Witness answered:

"No, I haven't. I told you about all I know."

Signature Waived

George H. Fitch, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. COREY:

Q. 1 Will you state your name please.

A. George H. Fitch.

Q. 2 Where do you live, Mr. Fitch?

A. 15 Jefferson St., Annapolis.

Q. 3 What relation, if any, are you to Edward Whitehead?

A. That's my grandfather.

Q. 4 What was your mother's name?

A. Mary Ellen.

Q. 5 Have you any brothers and sisters?

A. Yes, Thomas Fitch, John Fitch, and I am George Fitch; and three sisters.

Q. 6 What are their names?

A. Daisy Ready, Mary Phelps and Birdie Slater.

Q. 7 Is Birdie Living?

A. No.

Q. 8 Did she have any children?

A. Three - Margie Slater, Russell Slater and John Morton Slater. I think the two boys are living in Washington.

Q. 9 Are those people all living?

A. Yes.

Q. 10 Birdie is not living though?

A. No.

Q. 11 Is her husband living?

A. No, both are dead. She died forty-two years ago.

Q. 12 And all the children, Margie, Russell and John are living?

A. Yes.

Q. 13 Mr. Fitch, are you familiar with this property which Rezin Whitehead lived in?

A. Oh yes, indeed.

Q. 14 Have you any idea of the value of that property?

A. I don't think it would bring over four or five thousand dollars.

Q. 15 Do you think it can be divided up in kind among the people who are the heirs of Edward Whitehead?

Q. I don't know how in the world they could do it.

Q. 16 Going back to Etta's children, what were their names?

A. One was named Willie, then there was Charley, Mary, Annie, Edna and Mabel.

Q. 17 How many of those people are living?

A. I think all but three are living.

Q. 18 Which ones are living?

A. Willie Grace is living, and Annie Hickman is living, and Edna.

Q. 19 What is Edna's last name?

A. I'm not sure I have heard it.

Q. 20 Is it Elsrose?

A. Maybe it is, I can't say.

Q. 21 Was Etta's married name Grace?

A. That's right.

Q. 22 Is Charley living?

A. No. I don't think Charley had any children.

Q. 23 How about Mary, the daughter of Etta. Did she have any?

A. I think there's maybe four children. I don't know the names of those grandchildren.

CROSS-EXAMINATION WAIVED.

In answer to the General Question, Witness answered: "No, sir."

Signature Waived

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At the conclusion of the foregoing testimony, Plaintiffs' Solicitor offered in evidence the following Exhibits which were filed with the bill of complaint, viz:

(1) A schematic diagram marked "Exhibit F" in the jacket, which shows the children of Edward Whitehead and some of his grandchildren and great-grandchildren, upon which pencil notations have been made during this hearing, the same being filed with the testimony marked "Plaintiffs' Examiner's Exhibit No. 2";

(2) A quit-claim deed marked "Exhibit E" in the jacket, being a quit-claim deed from Katie M. Owens and C. Edelen Owens, her husband, and Cora Phelps to Henrietta Whitehead, widow, dated January 14, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 558 folio 430 on February 21, 1950, the same being filed with the testimony marked "Plaintiffs' Examiner's Exhibit No. 3";

(3) Certified copy of a deed marked in the jacket as "Exhibit C", being a deed from C. Albert Hodges, County Treasurer of Anne Arundel County, to Rezin Whitehead, dated November 29, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 118 folio 367, the same being filed with the testimony marked "Plaintiffs' Examiner's Exhibit No. 4";

(4) Certified copy of the Last Will and Testament of Rezin Whitehead, marked in the jacket as "Exhibit A", and re-filed with testimony, marked "Plaintiffs' Examiner's Exhibit No. 5; and

(5) Certified copy of the Last Will and Testament of Henrietta Whitehead, marked in the jacket as "Exhibit B", re-filed with testimony, marked "Plaintiffs' Examiner's Exhibit No. 6.

Kent R. Mullikin, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. COREY:

Q. 1 Will you state your name please?

A. Kent R. Mullikin.

Q. 2 Where do you live Mr. Mullikin?

A. Laurel, Maryland.

Q. 3 Prince George County?

A. Yes.

Q. 4 What is your occupation?

A. Mortgage Supervisor.

Q. 5 How long have you been in the real estate business?

A. Since 1924.

Q. 6 Are you familiar with the values of property in and around Laurel, Maryland?

A. I am.

Q. 7 Have you had occasion to testify in this Court before on such values?

A. Yes.

Q. 8 Have you looked at the property belonging to Rezin Whitehead on the Blackbridge Road in Anne Arundel County?

A. Yes.

Q. 9 Have you formed an opinion as to its value?

A. Yes.

Q. 10 What do you believe it to be worth?

A. \$5,000.00.

Q. 11 Mr. Mullikin, would you say this property to be susceptible of partition in kind into two or more parcels?

A. No. I think the way to sell it to the best advantage would be to sell it as an entirety.

Q. 12 Having in mind that there are more than fifty heirs, would it be possible to divide a house in kind?

A. Impossible.

CROSS-EXAMINATION WAIVED.

In answer to the General Question, Witness answered:

"No."

Signature Waived.

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Leo W. Dunn, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. COREY:

Q. 1 Will you state your name please.

A. Leo W. Dunn,

Q. 2 What is your address?

A. Mt. Ranier, Maryland.

Q. 3 What is your occupation:

A. Real Estate Broker.

Q. 4 You are in the real estate business?

A. That's correct.

Q. 5 Does your business extend to properties in and around Laurel, Maryland?

A. Yes, it does.

Q. 6 Have you made appraisals of property in and around Laurel before?

A. Yes, I have.

Q. 7 Have you testified to the values arrived at in Courts in this State?

A. Yes, I have, in certain parts.

Q. 8 In this County?

A. Yes, I have, in Anne Arundel County.

Q. 9 In Prince George?

A. And in Prince George.

Q. 10 Mr. Dunn, did you, at my request, look at the property on the Blackbridge Road in Anne Arundel County formerly belonging to Rezin Whitehead?

A. Yes. I viewed that property in March of this year.

Q. 11 Did you form an opinion as to its value?

A. Yes, I did.

Q. 12 Will you state what that opinion is?

A. In my opinion the property has a fair market value of \$5,250.

Q. 13 What does the property consist of, Mr. Dunn?

A. It apparently consists of four acres of level land fronting on a hard surfaced road. The improvements are a two story, small frame dwelling, containing no utilities other than electricity. It is in a fair state of repair. There are several small out-buildings, such as chicken houses and sheds, that are all in^a very poor state of repair and, in my judgment, have no market value.

Q. 14 Did you look at the property with the thought of dividing it? Could it be divided?

A. I would give consideration to that, sir.

Q. 15 Could it be divided in two or more parts among the heirs of Rezin Whitehead profitably?

A, I do not believe it could be advantageously divided among the heirs. I think it would be to their best interest to sell it as a whole.

Q. 16 Would it be at all possible to divide it among some fifty heirs?

A. Certainly not that many.

Q. 17 Mr. Dunn, in the event that there was an additional acre, over and above the four that you thought you viewed, would that increase or decrease your appraised value of this property as a whole?

A. It would increase it, as in my judgment the property has a value of \$700.00 per acre.

Cross-Examination waived.

In answer to the General Question, Witness answered: "Nothing further."

There being no other witnesses to be examined on behalf of the plaintiff at this time, this testimony is now closed and, at the request of plaintiff's Solicitor, is returned to the Court.

~~Deputy~~ Witness my hand and seal this 10th ~~20th~~ day of November, ~~April~~ 1953.

Richard H. Cunningham (SEAL)
EXAMINER

C.W.C. -\$10.00
L.R.J. pay 20.00
L.R.J.

GEORGE H. FITCH, ET AL. : IN
: THE CIRCUIT COURT
VS. : FOR
: ANNE ARUNDEL COUNTY
RICHARD WHITEHEAD, ET AL. : No. 10,640 Equity

.....

TESTIMONY ON BEHALF OF THE PLAINTIFF

August 27, 1953
October 1, 1953

Present:

Mr. Ernest N. Corey, Jr., Solicitor for Plaintiffs.
Mr. Matthew S. Evans, Solicitor for Defendants.
Mr. Chipman W. Cunningham, Examiner.
Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Edna J. Elsroad, pages 2, 3.
Lillian M. Chaney, pages 4, 5.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

Filed 10 May, 1953

Edna J. Elsroad, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Corey)

1. State your name.
A. Edna Julia Elsroad.
2. Where do you live?
A. 1802 Seton Street, Baltimore 30, Maryland.
3. Are you the daughter of Etta Whitehead?
A. Henrietta Whitehead.
4. Was she also known as Etta Whitehead?
A. She was christened Henrietta, but she was called Etta.
5. Are you the sister of Willie Grace and Annie Hickman?
A. Yes I am.
6. Did you have any other brothers and sisters?
A. Yes, Charles, Mabel and Mary.
7. Are they living now?
A. No, they are all dead.
8. Did they leave any children?
A. Yes.
9. How many children did Charles have?
A. Two.
10. What are their names?
A. Stanton and Harlan Grace.
11. Did Mary have any children?
A. Five, four are living.
12. What was Mary's name?
A. Mary Ligan.
13. What are the names of the four living children of Mary Ligan?
A. Leoma Frank, Leslie Ligan, Della Bowser, and Vernell Marvel.
14. Did Mabel have any children?
A. Four.
15. What are their names?
A. Charles Davis, Marie Grimes, Howard Davis and Shirley Grace Davis.

16. Do you know when Charles died?

A. 22nd March 1916 or 1917.

17. Did he have a Will when he died?

A. No.

18. When did Mary die?

A. October 26, 1949.

19. Did she have a Will?

A. No.

20. When did Mabel die?

A. January 18, 1942.

21. Did she have a Will?

A. No..

22. Were Willie Grace, Annie Hickman, Charles, Mary and Mabel all married?

A. Yes.

23. These children are the result of those marriages?

A. Yes.

(Mr. Cunningham)

To the General Question under the rule the witness answers "No".

October 1, 1953

Lillian M. Chaney, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Corey)

1. State your name and address.
 - A. Lillian M. Chaney, 429 Main Street, Laurel, Maryland.
2. Are you the same person who was married to Edwin Whitehead at one time?
 - A. Yes I married him in 1906.
3. Did you have any children?
 - A. Six.
4. What are their names?
 - A. Pearl E. Whitehead, born January 27, 1908; she died in 1940; Mary E. Whitehead, born July 12, 1910; Herbert C. Whitehead, born December 12, 1912, died the same day; Mildred L. Whitehead, born August 25, 1914; Raymond R. Whitehead, born June 10, 1917, and Dorothy Whitehead, born February 12, 1920.
5. Is Pearl the only one who is deceased?
 - A. Outside of the infant.
6. At the time she died did she have any children?
 - A. Two boys, Douglas and Philip Kingsbury.
7. Are they living at the present time?
 - A. Yes they are.
8. At the time Pearl died, did she leave a husband surviving her?
 - A. They were separated and I have had the children since the oldest boy was three years old?
9. Were they divorced?
 - A. No.
10. What is her husband's name?
 - A. Robert B. Kingsbury.
11. Where is he living?
 - A. He is living somewhere on the Eastern Shore.
12. Pearl and her husband were legally married, were they not?
 - A. Yes.

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4.

13. What are the ages of the two boys, Douglas and Philip.

A. Douglas is 26; Philip is 23.

14. When did your husband die?

A. I was divorced from him in 1923.

15. He died subsequent to the divorce?

A. Yes, we were separated eight years when we got the divorce.

16. Did Edwin Whitehead or Pearl Kingsbury die leaving a Will?

A. No.

17. What is Mary E. Whitehead's name now?

A. Mrs. Samuel Arnold.

18. What is Mildred L. Whitehead's name now?

A. Mildred Long.

19. What is Dorothy Whitehead's name now?

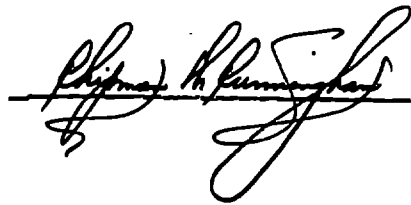
A. Dorothy Perone.

(Mr. Cunningham)

To the General Question under the rule, the witness answers
"No".

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed and at the request of Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this ^{10th}~~20th~~ day of ^{November,}~~October,~~ 1953.



Examiner

(SEAL)

K.H.McC. \$5.00

PR 11/10/53
K.H.M.C.

GEORGE H. FITCH, ET AL.	:	IN
	:	
VS.	:	THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
RICHARD WHITEHEAD, ET AL.	:	
	:	No. 10,640 Equity

.....

TESTIMONY ON BEHALF OF THE PLAINTIFFS

October 29, 1953

Present:

Mr. Ernest N. Cory, Jr., Solicitor for Plaintiffs.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Cora Jane Phelps, pages 2, 3.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

Filed 10 Nov., 1953.

Cora Jane Phelps, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Corey)

1. State your name and address.
A. Cora Jane Phelps, Savage, Maryland.
2. Who was your mother?
A. Jane Whitehead.
3. Is she the same Jane Whitehead that was the daughter of Edward Whitehead who lived outside of Laurel?
A. Yes.
4. How many children did she have?
A. By her first marriage, she was a Merson; she had four children.
5. What are their names?
A. They all died at one time with ^{ph}diphtheria but one; he lived and was married and died later.
6. What was the name of the child who lived?
A. Frank Merson.
7. Did he marry?
A. Yes.
8. Did he have any children?
A. Yes.
9. Do you know their names?
A. Alphonso Merson, Blanche Warner, Theodore Merson, Howard Merson, Elsie Bryan, William Merson, Agnes Edmondson and Ruth Castle.
10. Are they all adults?
A. Yes.
11. Are they all living today?
A. Yes.
12. What became of your mother's first husband?
A. He was killed on the railroad and died from it; it was before I was born.

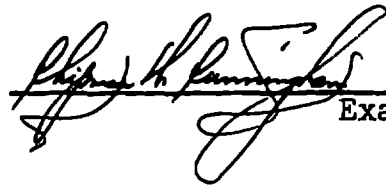
13. She married again?
A. Yes.
14. Whom did she marry?
A. Thomas Letts.
15. When did he die?
A. February 1927.
16. How many children did she have by him?
A. Two.
17. What are their names?
A. Cora Jane Phelps and Thomas W. Letts.
18. Is Thomas still living?
A. No.
19. When did he die?
A. September 23, 1949.
20. Did he have any children?
A. Yes, four.
21. Do you know their names?
A. Robert E. Letts, Kenneth W. Letts, Mary Letts Comer and Anna Letts Stewart.
22. Are they the only children he had?
A. One other that was killed, James Letts.
23. Did James Letts have any children when he died?
A. No, he was seven years old when he died.
24. Do you know where any of these people can be located?
A. Robert is at 1623 Linden Avenue, Baltimore, 17, Md.
25. Do you have any knowledge as to whether your mother died with a will or not?
A. I don't think she did.
26. How about Thomas Lett, did he leave a Will?
A. No.

(Mr. Cunningham)

To the General Question under the rule the witness answers "No".

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed and at the request of Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this 10th day of November, 1953.


Examiner (SEAL)

C.W.C. \$10.00

K.H.McC. \$5.00

Pa. 11/10/53
K.H.McC.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al

Plaintiffs

vs.

RICHARD WHITEHEAD
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

and all other unknown heirs of EDWARD WHITEHEAD and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933.

Defendants

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

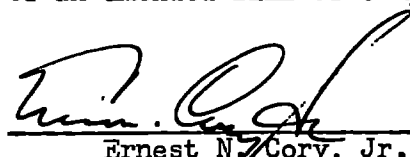
Now comes Ernest N. Cory, Jr., one of the plaintiffs in the above captioned case and the attorney for the other plaintiffs and says:

1. That during the taking of testimony it developed that there were a great many more descendants of Edward Whitehead than had been originally given to him.

2. And that, therefore, it is deemed necessary to amend the original Bill of Complaint and include all of the heirs of Edward Whitehead discovered by the taking of the testimony.

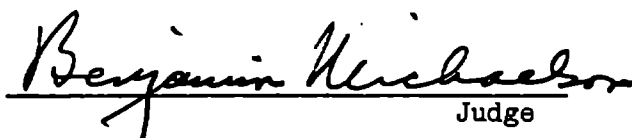
WHEREFORE, Your petitioner prays that an Order may be passed by this Honorable Court permitting the filing of an amended Bill of Complaint.

AND AS IN DUTY BOUND, ETC.


Ernest N. Cory, Jr.

O R D E R

The above petition having been read and considered it is this 16 day of December, 1953, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that an amended Bill of Complaint be accepted by the Clerk for filing in the above captioned case.


Judge

Filed 16 Dec., 1953.

Filed 16 Dec., 1953.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH ✓
15 Jefferson Avenue
Annapolis, Maryland

JOHN EDWARD FITCH ✓
3019 Elm Street
Baltimore, Maryland

THOMAS H. FITCH ✓
309 Luppel Avenue
Whitefish, Montana

MARY B. PHELPS ✓
Laurel, Maryland

DAISY REEDY
2138 Baltimore Street ✓
Baltimore, Maryland

EDNA ELROAD ✓
ANNIE HICKMAN ✓
WILLIE GRACE ✓
all of 1802 Sexton Street
Baltimore 30, Maryland

MAGGIE CHANEY ✓
219 Riverview Avenue
Dundalk 22, Maryland

KATIE OLIVER ✓
288 Laverne Avenue
Lansdowne, Maryland

HURNIE H. WHITEHEAD ✓
Savage, Maryland

NIMROD WHITEHEAD ✓
77 Kinship Road
Dundalk 22, Maryland

LEONARD WHITEHEAD ✓
Bowie, Maryland

DAVID WHITEHEAD ✓
Maryland House Of Correction
Jessup, Maryland

MAMIE FENDLAY ✓
530 Draft Avenue
Panama City, Florida

and ERNEST N. CORY, JR. ✓
106 Fourth Street, Laurel, Md.

PLAINTIFFS

vs.

RICHARD WHITEHEAD ✓
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

PEARL WHITEHEAD KINGSBURY ✓

MARY E. WHITEHEAD ✓

10640 Equity

Filed 29 Dec., 1953.

HERBERT C. WHITEHEAD

dead

MILDRED L. WHITEHEAD

long

RAYMOND R. WHITEHEAD

DOROTHY WHITEHEAD

ALPHONSO MERSON

BLANCHE WARNER

THEODORE MERSON

ELSIE BRYAN

WILLIE MERSON

AGNES EDMONSON

RUTHIE CASTLE

ROBERT E. LETT

KENNETH W. LETT

MRS. MARY L. CONNER

MRS. ANNA STEWART

JAMES LETT

HENRY WHITEHEAD

MARY WHITEHEAD

JOE WHITEHEAD

HELEN WHITEHEAD

PEGGY WHITEHEAD

MAGGIE WHITEHEAD

KATIE OWENS

CLARA WHITEHEAD

LAWRENCE WHITEHEAD

CHARLIE WHITEHEAD

DORA WHITEHEAD

IRVING WHITEHEAD

WALTER WHITEHEAD

? dead

AGNES WHITEHEAD

RAYMOND WHITEHEAD

DOROTHY WHITEHEAD

STANTON GRACE

HARLAN GRACE

LEONI FRANK

LESLIE LINGAN

known Merson?

dead

DELLA BOWSER ✓

VERNAL MARVEL ✓

MARGIE SLATER ✓

RUSSELL SLATER ✓

JOHN MORTON SLATER ✓

CHARLES DAVIS ✓

MARIE GRIMES ✓

HOWARD DAVIS ✓

SHIRLEY GRACE DAVIS ✓

all of whose addresses are
c/o Richard Whitehead
Black Bridge and Whiskey Bottom Roads
Anne Arundel County, Laurel, Md.

and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933,

Defendants

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your complainants, complaining, say:

1. That they include by reference and make part hereof paragraphs 1, 2, 3, 5, 6 and 7 of the original Bill of Complaint.

2. That since the filing of the original Bill of Complaint and the taking of testimony it has been learned that there are a great many more heirs of Edward Whitehead than were listed in paragraph 4.

THEREFORE, Your complainants pray that paragraph 4 of the Bill of Complaint be stricken and the following paragraph substituted therefore:

4. That Edward Whitehead was the father of nine children, Rezin Whitehead, Henry Whitehead, John Whitehead, Lot Whitehead, Dick Whitehead, Ando Whitehead, Mary Ellen Whitehead, Etta Whitehead, and Jane Whitehead, all of whom are deceased except Henry; that Rezin Whitehead left surviving him his widow, Henrietta who inherited from him by will his interest in the property of Edward; that after the death of her husband, Henrietta Whitehead obtained from Henry, the only surviving child of Edward, all of his right, title and interest in and to the property of his father; that a certified copy of the Deed recorded February 21, 1950 from Henry Whitehead to Henrietta Whitehead was filed

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and marked "Exhibit D", and prayed to be taken as a part hereof as though fully set forth herein; that all of the other children of Edward Whitehead died leaving heirs surviving them except Ando, who was a bachelor and is now deceased; that John, the son of Edward, had left surviving him Leonard of Bowie, Maryland, and Katie, of Laurel, Maryland; that Katie Owens and Cora Phelps conveyed their combined interest in and to the property which is the subject of this action to Henrietta Whitehead by deed, which said deed was recorded among the land records of Anne Arundel County on February 21, 1950 and was filed with the original Bill of Complaint as "Exhibit E"; that the following other interests are outstanding:

LEONARD WHITEHEAD of Bowie, Maryland	)	Son of John and Grandson of Edward
MAGGIE CHANEY of Dundalk, Maryland)	
KATIE OLIVER of Lansdowne, Maryland	)	the daughters and sons of Lot and the
NIM WHITEHEAD of Sparrows Point, Md.	)	granddaughters and grandsons of Edward
HURNIE WHITEHEAD of Savage, Maryland)	
RICHARD WHITEHEAD of Laurel, Anne Arundel County, Maryland)	
MAMIE FENDLEY 530 Draft Avenue Panama City, Florida	)	the sons and daughter of Dick, and the
DAVID WHITEHEAD Maryland House of Cor- rection, Jessup, Md.	)	grandsons and granddaughter of Edward
JOHNNY FITCH of Baltimore, Maryland)	
THOMAS FITCH of 309 Luppel Avenue Whitefish Lake, Montana	)	the sons and daughters of Mary Ellen, and the
GEORGIE FITCH of Annapolis, Maryland	)	grandsons and granddaughters of Edward
MARY PHELPS of Compton Avenue Laurel, Maryland)	
DAISY REEDY of Baltimore, Maryland)	

WILLIE GRACE
of Menlow Park, Maryland

ANNIE HICKMAN
of Menlow Park, Maryland

EDNA ELSROSE
of Menlow Park, Maryland

CORA PHELPS
of Savage, Maryland

PEARL E. WHITEHEAD

MARY E. WHITEHEAD

MILDRED L. WHITEHEAD

RAYMOND R. WHITEHEAD

DOROTHY WHITEHEAD

HENRY W. WHITEHEAD

MARY WHITEHEAD

JOE WHITEHEAD

HELEN WHITEHEAD

PEGGY WHITEHEAD

MAGGIE WHITEHEAD

BLANCHE WHITEHEAD

MAY WHITEHEAD

EDNA WHITEHEAD

ROY WHITEHEAD

CLARA WHITEHEAD

LAWRENCE WHITEHEAD

CHARLIE WHITEHEAD

DORA WHITEHEAD

IRVING WHITEHEAD

AGNES WHITEHEAD

RAYMOND WHITEHEAD

DOROTHY WHITEHEAD

the son and daughters of Etta and the
grandson and granddaughters of Edward

the daughter of Jane and the
granddaughter of Edward

the sons and daughters of Eddie Whitehead who
was the son of John and the grandson of Edward

the sons and daughters of the deceased Sylvester
Whitehead who was the son of John and the grandson
of Edward Whitehead

the sons and daughters of the deceased Laura
Whitehead who was the daughter of John and the
granddaughter of Edward

the sons and daughters of the deceased Julius
Whitehead who was the son of the deceased Dick
Whitehead and the grandson of Edward Whitehead

the son and daughters of Walter Whitehead who was
the deceased son of Dick Whitehead and the grandson
of Edward

MARGIE SLATER)	
RUSSELL SLATER	)	sons and daughter of Birdie Whitehead who was the
JOHN MORTON SLATER	)	deceased daughter of Mary Ellen Whitehead and the
	)	granddaughter of Edward
STANTON GRACE)	
HARLAN GRACE	)	the sons of Charlie Grace who was the deceased son
	)	of Etta Whitehead and the grandson of Edward
CHARLIE DAVIS)	
MARIE GRIMES	)	the sons and daughters of the deceased Mabel Grace
HOWARD DAVIS	)	who was the daughter of Etta Whitehead who was the
SHIRLEY GRACE DAVIS	)	granddaughter of Edward
LEONI FRANK)	
LESLIE LINGAN	)	the sons and daughters of Mary Whitehead and the
DELLA BOWSER	)	grandchildren of Etta Whitehead and the great-
VERNAL MARVEL	)	grandchildren of Edward
ROBERT E. LETT)	
KENNETH W. LETT	)	the sons and daughters of the deceased Thomas Lett
MARY L. CONNER	)	who was the son of Jane Whitehead and the grandson
ANNA STEWART	)	of Edward
JAMES LETT)	
ALPHONSO MERSON)	
BLANCHE WARNER)	
THEODORE MERSON)	
HOWARD MERSON	)	<i>grand-</i> the sons and daughters of Jane Whitehead and the
ELSIE BRYAN	)	grandchildren of Edward by the first husband of
WILLIE MERSON	)	Jane Whitehead, one of the nine children of Edward
AGNES EDMONSON)	
RUTHIE CASTLE)	

For the convenience of Your Honors, there is attached hereto, marked "Exhibit F", and prayed to be taken as a part hereof, a schematic diagram illustrating the various interests and the line of descent.

The premises considered, your Complainants respectfully pray:

(1) That a decree may be passed for the sale of the hereinbefore described property and the improvements thereon for the purpose of partition

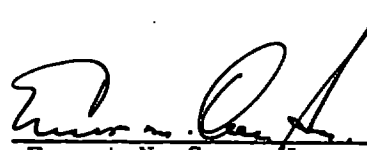
and the distribution of the proceeds derived from such sale among the respective parties in interest according to their respective rights and interests, and that a trustee may be appointed to make such sale and to present unto this Court the proceeds derived from such sale, and to divide the proceeds therefrom according to the respective rights and interests of the complainants and the respondents to this cause, and that said Trustee may be given such further and additional authority in the premises as to this Court may seem necessary and proper to carry out and effectuate the orders and decrees of this Honorable Court as may be passed herein.

(2) That this Honorable Court take jurisdiction of the estates of Edward Whitehead, late of Anne Arundel County, deceased, who departed this life intestate on or about the year 1904, and require notice to be published against creditors or any and all persons having any claim against said estate; and, as well, the estates of the deceased children of Edward Whitehead.

(3) And for such other and further relief as to this Court may seem just and proper.

(4) And if it please Your Honors, to grant unto Your Complainants an order of publication in the usual form, giving notice to any unknown heirs of Edward Whitehead and any persons claiming to have any interest in said land, requiring them to be and appear in this Court, either in person or by solicitor, on or before some day certain named therein to show cause, if any there be, why a decree should not be passed as prayed.

AND AS IN DUTY BOUND, ETC.


Ernest N. Cory, Jr.

Counsel for the Complainants
and Trustee under the will of
Henrietta Whitehead

Law Offices

ERNEST N. CORY, JR.
106 Fourth St.
Laurel, Md.

SOLICITOR

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH
15 Jefferson Avenue
Annapolis, Maryland

JOHN EDWARD FITCH
3019 Elm Street
Baltimore, Maryland

THOMAS G. FITCH
309 Luppel Avenue
Whitefish, Montana

MARY B. PHELPS
Laurel, Maryland

DAISY REEDY
2138 Baltimore Street
Baltimore, Maryland

EDNA ELROAD
ANNIE HICKMAN
WILLIE GRACE
all of 1802 Sexton Street
Baltimore 30, Maryland

MAGGIE CHANEY
219 Riverview Avenue
Dundalk 22, Maryland

KATIE OLIVER
288 Laverne Avenue
Lansdowne, Maryland

HURNIE H. WHITEHEAD
Savage, Maryland

NIMROD WHITEHEAD
77 Kinship Road
Dundalk 22, Maryland

LEONARD WHITEHEAD
Bowie, Maryland

DAVID WHITEHEAD
Maryland House of Correction
Jessup, Maryland

MAMIE FENDLAY
530 Draft Avenue
Panama City, Florida

and Ernest N. Cory, Jr.,
106 Fourth Street, Laurel, Md.

Plaintiffs

vs.

Equity No. 10640

Filed 5 Jan. 1934.

RICHARD WHITEHEAD
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

PEARL WHITEHEAD KINGSBURY

MARY E. WHITEHEAD

HERBERT C. WHITEHEAD *deceased*

MILDRED L. WHITEHEAD

RAYMOND R. WHITEHEAD

DOROTHY WHITEHEAD

ALPHONSO MERSON

BLANCHE MARNER

THEODORE MERSON

ELSIE BRYAN

WILLIE MERSON

AGNES EDMONSON

RUTHIE CASTLE

ROBERT E. LETT

KENNETH W. LETT

MRS. MARY L. CONNER

MRS. ANNA STEWART

JAMES LETT

HENRY WHITEHEAD

MARY WHITEHEAD

JOE WHITEHEAD

HELEN WHITEHEAD

PEGGY WHITEHEAD

MAGGIE WHITEHEAD

KATIE OWENS

CLARA WHITEHEAD

LAWRENCE WHITEHEAD

CHARLIE WHITEHEAD

DORA WHITEHEAD

IRVING WHITEHEAD

WALTER WHITEHEAD

AGNES WHITEHEAD

RAYMOND WHITEHEAD

DOROTHY WHITEHEAD

STANTON GRACE

HARLAN GRACE

LEONI FRANK

LESLIE LINGAN

DELLA BOWSER

VERNAL MARVEL

MARGIE SLATER

RUSSELL SLATER

JOHN MORTON SLATER

CHARLES DAVIS

MARIE GRIMES

HOWARD DAVIS

SHIRLEY GRACE DAVIS

all of whose addresses are

c/o Richard Whitehead

Black Bridge and Whiskey Bottom Roads

Anne Arundel County, Laurel, Md.

and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933.

Defendants

ORDER OF PUBLICATION

The object of these proceedings is to obtain a Decree appointing a Trustee to sell the property described in the caption hereof and divide the proceeds among the rightful heirs of Edward Whitehead, late of Anne Arundel County, deceased.

The Bill of Complaint recites that Edward Whitehead died in 1904 and left surviving him nine children; that all of said children had issue except Ando who died a bachelor; that as a result of the issue of said children and the issue of their children there are known to the petitioner those persons named in the caption of this Order of Publication as the only heirs at law and descendants of Edward Whitehead; that a number of the heirs of Edward Whitehead are deceased and the heirs of those deceased are set out in the Bill of Complaint with their relationship to the said Edward Whitehead; that your petitioners predecessor in title, Henrietta Whitehead obtained her interests

by Will from her late husband, Rezin Whitehead and by Deed from her late husband's brother Henry Whitehead and by Deed from Katie Owens and Cora Phelps; that the land consists of approximately four acres and improved by a frame dwelling and out buildings; that the land is not susceptible of partition in kind among the heirs and legatees nor can it be divided into two or more parcels; that the plaintiffs, therefore are desirous that the Court appoint a Trustee and decree a sale of said property and order the proceeds therefrom distributed among the proper heirs and legatees according to their several and respective rights and interests.

The Bill further prays that the Circuit Court of Anne Arundel County take jurisdiction of the estates of Edward Whitehead and the respective estates of his deceased sons and daughters as provided for by law and given notice to creditors or any and all persons having any claim against said estates to come in by a day certain or forever thereafter be barred.

IT IS THEREUPON this 5 day of January, 1954, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, Sitting in Equity, ADJUDGED, ORDERED and DECREED that notice be given to all unknown heirs, if any, of Edward Whitehead and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain Deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, by the insertion of a copy of this order in some newspaper published in Anne Arundel County once a week for ~~three~~ ^{four} successive weeks on or before the 8 day of February, 1954, warning them to be and appear in the Circuit Court for Anne Arundel County by the 24 day of February, 1954, to show cause, if any they have, why the relief prayed for should not be granted.

John H. Hopkins, Jr., Clerk.
Judge

TRUE COPY, TEST:

 John H. Hopkins, III
 Clerk of Circuit Court for Anne Arundel County

10,640

Lavage, Md.
Feb. 24th/54.Mr. John H. Hopkins, 3rd.
Clerk of Court.

Annapolis Md.

Dear Sir:—

I am writing in
regards to the estate of Edward
Whitehead of Anne Arundel County.
I have just received a subpoena
to be answered, also a list of heirs &
size of estate. The size of the estate
when conveyed to Reginald Whitehead
by C. Albert Hodges, a "default tax
deed," was nine (9) acres.

How could Reginald Whitehead or
any one, dispose of or sell the
four acres of land not now
mentioned in the tract without
notifying the rest of the heirs?

Who received the money, if any,
and who now owns the four
acres of land? The Government
has been holding it (the four acres)
for about twelve or thirteen years,

2.

but have never made any use of it.
I have tried to contact Mr. Cory
about this matter, but he was
not available at the time.

I have no legal interest in the
settlement of this estate, but
personally would like to have it
settled satisfactorily to all concerned.
My father was John E. Whitehead,
the oldest son of Edward Whitehead.
I was born on one acre of this
original tract, and lived there
for thirty-two years, so should
have a personal interest.

I am very interested in having
these questioned answered, and
if there is any question of
an answer for you or any
information I can give, I will
be only too glad to do so. I
have no way of getting Annabolis, but
I will receive a legal representative
at my home any time if I can be
of any help.

H.S.

Respectfully,

Mrs. Latic M. Owens
Baltimore Ave;
Sarage,
Md.

Legal Notices

Law Offices
ERNEST N. CORY, JR.,
Laurel, Maryland

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
MARYLAND

No. 10,640 Equity

GEORGE H. FITCH, et al, Plaintiffs
Vs.

RICHARD WHITEHEAD, Black Bridge
& Whiskey Bottom Roads, Anne
Arundel County, Laurel, Maryland
and all other unknown heirs of ED-
WARD WHITEHEAD, and any per-
sons having or claiming to have any
interest in a certain 5-acre parcel of
land on the Black Bridge Road in
Anne Arundel County, said land being
a part of that land contained in a cer-
tain deed from C. Albert Hodges
County Treasurer, to REZIN WHITE-
HEAD dated November 29, 1833, De-
fendants.

ORDER OF PUBLICATION

The object of this suit is to obtain
the sale of certain real estate in lieu of
partition.

The Bill of Complaint recites in sub-
stance that Edward Whitehead, late of
Anne Arundel County, deceased, was
seized and possessed of a certain tract
of land and improvements thereon on
the Black Bridge Road in Anne Arundel
County east of Laurel, Maryland; that
Edward Whitehead had nine children,
all of whom have departed this life
with the exception of Henry; that the
complainants and the respondent in the
above captioned case are all of the heirs
at law of Edward Whitehead; that Ed-
ward's son, Rezin, and Rezin's wife,
Henrietta, lived on the property de-
scribed in the bill for many years, and
that Rezin left his interest in the prop-
erty to his widow, Henrietta; and that
upon the death of Henrietta, she left
the interest that she acquired from her
late husband and other interests that
she acquired by deed to Ernest N. Cory,
Jr., as trustee to carry out and dispose
of said property as directed in the last
will and testament of Henrietta White-
head; that the estates of Rezin and Hen-
rietta Whitehead have been administ-
ered in the Orphans' Court for Anne
Arundel County, the estate of Rezin
Whitehead having been closed, and the
first account filed in the estate of Hen-
rietta Whitehead, but that the estate of
Edward Whitehead and the estates of
his deceased children have not been
administered; that the property which
is the subject of this action is that
property described in a certain deed
from C. Albert Hodges, County Treas-
urer, to Rezin Whitehead, dated No-
vember 29, 1833, and recorded among
the Land Records of Anne Arundel
County in Liber FSR 118, folio 367,
saving and excepting therefrom, how-
ever, approximately four (4) acres taken
by the United States of America in
Equity Case No. 1359 in the Circuit
Court for Anne Arundel County, and is
part of the same property that Ed-
ward Whitehead obtained from John
S. Tysou, et ux., by deed dated the
30th day of October, 1884, and recorded
among the Land Records of Anne
Arundel County in Liber S. H. 25 at
folio No. 68; that the complainant,
Ernest N. Cory, Jr., is desirous of re-
ceiving under his trust his just and
proper share of the aforesaid property,
but he and the other complainants say
to the Court that due to the many heirs
and due to the nature of the property
said property is not susceptible of parti-
tion in kind among the heirs and lega-
tees, and the complainants are therefore
desirous that the Court appoint a trust-
ee and decree a sale of said property
and order the proceeds therefrom dis-
tributed among the proper heirs and
legatees according to their several and
respective rights and interests.

The bill prays for a decree ordering
the sale of said property and improve-
ments thereon for the purpose of parti-
tion and distribution of the proceeds
derived from such sale among the re-
spective parties in interest and for the

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. *February 3rd*, 1953

We hereby certify, that the annexed

Order of Publication

Equity Number 10,640

George H. Fitch vs. Richard Whitehead

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for *4*

successive weeks before the *9th*

day of *February*, 1953. The first

insertion being made the *8th* day of

January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *K. Green*

Filed 12 July, 1954.

first account filed in the estate of Edward Whitehead, but that the estate of Edward Whitehead and the estates of his deceased children have not been administered; that the property which is the subject of this action is that property described in a certain deed from T. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber F&R 118, folio 367, saving and excepting therefrom, however, approximately four (4) acres taken by the United States of America in Equity Case No. 1379 in the Circuit Court for Anne Arundel County, and is part of the same property that Edward Whitehead obtained from John S. Tyson, et ux., by deed dated the 30th day of October, 1884, and recorded among the Land Records of Anne Arundel County in Liber S. H. 25 at folio No. 65; that the complainant, Ernest N. Cory, Jr., is desirous of receiving under his trust his just and proper share of the aforesaid property, but he and the other complainants say to the Court that due to the many heirs and due to the nature of the property said property is not susceptible of partition in kind among the heirs and legatees, and the complainants are therefore desirous that the Court appoint a trustee and decree a sale of said property and order the proceeds therefrom distributed among the proper heirs and legatees according to their several and respective rights and interests.

The bill prays for a decree ordering the sale of said property and improvements thereon for the purpose of partition and distribution of the proceeds derived from such sale among the respective parties in interest and for the appointment of a trustee to make said sale and divide the proceeds therefrom according to the respective rights and interests of the complainants and the respondent. The bill further prays that the Circuit Court for Anne Arundel County take jurisdiction of the estates of Edward Whitehead, Henry Whitehead, John Whitehead, Lot Whitehead, Dick Whitehead, Andy Whitehead, Mary Ellen Whitehead, Elia Whitehead and Jane Whitehead, as provided for by law, and give notice to creditors or any and all persons having any claim against said estates.

IT IS THEREFORE this 30th day of December, 1952, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, sitting in Equity, ADJUDGED, ORDERED and DECREED that notice be given to all unknown heirs, if any, of Edward Whitehead and any persons having or claiming to have any interest in a certain five acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, by the insertion of a copy of this order in some newspaper published in Anne Arundel County once a week for four successive weeks on or before the 9th day of February, 1953, warning them to be and appear in the Circuit Court for Anne Arundel County by the 25th day of February, 1953, to show cause, if any they have, why the relief prayed for should not be granted.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.
1-29

Law Offices of
ERNEST N. CORY, JR.,
104 Fourth Street,
Laurel, Maryland
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
MARYLAND
Equity No. 10,640

GEORGE H. FITCH, 15 Jefferson Avenue, Annapolis, Maryland, JOHN EDWARD FITCH, 3010 Elm Street, Baltimore, Maryland, THOMAS G. FITCH, 309 Luppel Avenue, Whitefish, Montana, MARY R. PHELPS, Laurel, Maryland, DAISY REEDY, 2136 Baltimore Street, Baltimore, Maryland, EDNA ELROD, ANNIE HICKMAN, WILLIE GRACE, all of 1802 Sexton Street, Baltimore 30, Maryland, MAGGIE CHANEV, 219 Riverview Avenue, Dundalk 22, Maryland, KATIE OLIVER, 288 Laverne Avenue, Landonowne, Maryland, HURNIE H. WHITEHEAD, Savage, Maryland, NIMROD WHITEHEAD, 77 Kinship Road, Dundalk 22, Maryland, LEONARD WHITEHEAD, Bowle, Maryland, DAVID WHITEHEAD, Maryland House of Correction, Jessup, Maryland, MAMIE FENDLEY, 530 Draft Avenue, Panama City, Florida, and ERNEST N. CORY, JR., 104 Fourth Street, Laurel, Maryland, Plaintiffs

Vs.
RICHARD WHITEHEAD, Black Bridge & Whiskey Bottom Roads, Anne Arundel County, Laurel, Maryland, PEARL WHITEHEAD KINGSBURY, MARY E. WHITEHEAD, HERRBERT C. WHITEHEAD, MILDRED L. WHITEHEAD, RAYMOND R. WHITEHEAD, DOROTHY WHITEHEAD, ALPHONSO MERSON, BLANCHE WARNER, THEODORE MERSON, ELSIE BRYAN, WILLIE MERSON, AGNES EDMONSON, RUTHIE CASTLE, ROBERT E. LETT, KENNETH W. LETT, MRS. MARY L. BONNER, MRS. ANNA STEWART, JAMES LETT, HENRY WHITEHEAD, MARY WHITEHEAD, JOE WHITEHEAD, HELEN WHITEHEAD, PEGGY WHITEHEAD, MAGGIE WHITEHEAD, KATIE OWENS, CLARA WHITEHEAD, LAWRENCE WHITEHEAD, CHARLIE WHITEHEAD, DORA WHITEHEAD, IRVING WHITEHEAD, WALTER WHITEHEAD, AGNES WHITEHEAD, RAYMOND WHITEHEAD, ROBERT WHITEHEAD, STANTON GRACE, HIRLAN GRACE, LEONI FRANK, LESLIE LINGAN, UELLA BOWSER, VERNAL MARVEL, MARGIE SLATER, RUSSELL SLATER, JOHN MORTON SLATER, CHARLES DAVIS, MARIE GRIMES, HOWARD

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1954

We hereby certify, that the annexed

Ann. Publication - Eq 10640

George H. Fitch

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 8th day of February, 1954. The first insertion being made the 17th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 12 July, 1954.

DAVIS, SHIRLEY GRACE DAVIS, all of whose addresses are o/o Richard Whitehead, Black Bridge and Whiskey Bottom Roads, Anne Arundel County, Lanrel, Maryland, and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD, dated November 29, 1933, Defendants.

ORDER OF PUBLICATION

The object of these proceedings is to obtain a Decree appointing a Trustee to sell the property described in the caption hereof and divide the proceeds among the rightful heirs of Edward Whitehead, late of Anne Arundel County, deceased.

The Bill of Complaint recites that Edward Whitehead died in 1904 and left surviving him nine children; that all of said children had issue except Ando who died a bachelor; that as a result of the issue of said children and the issue of their children there are known to the petitioner those persons

named in the caption of this Order of Publication as the only heirs at law and descendants of Edward Whitehead; that a number of the heirs of Edward Whitehead are deceased and the heirs of those deceased are set out in the Bill of Complaint with their relationship to the said Edward Whitehead; that your petitioners predecessor in title, Henrietta Whitehead obtained her interests by Will from her late husband, Rezin Whitehead and by Deed from her late husband's brother Henry Whitehead and by Deed from Katie Owens and Cora Phelps; that the land consists of approximately four acres and improved by a frame dwelling and out buildings; that the land is not susceptible of partition in kind among the heirs and legatees nor can it be divided into two or more parcels; that the plaintiffs, therefore are desirous that the Court appoint a Trustee and decree a sale of said property and order the proceeds therefrom distributed among the proper heirs and legatees according to their several and respective rights and interests.

The Bill further prays that the Circuit Court of Anne Arundel County, take jurisdiction of the estates of Edward Whitehead and the respective estates of his deceased sons and daughters as provided for by law and given notice to creditors or any and all persons having any claim against said estates to come in by a day certain or forever thereafter be barred.

IT IS THEREUPON this 6th day of January, 1954, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, Sitting in Equity, ADJUDGED, ORDERED and DECREED that notice be given to all unknown heirs, if any, of Edward Whitehead and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain Deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, by the insertion of a copy of this order in some newspaper published in Anne Arundel County once a week for four successive weeks on or before the 8th day of February, 1954, warning them to be and appear in the Circuit Court for, Anne Arundel County by the 24th day of February, 1954, to show cause, if any they have, why the relief prayed for should not be granted.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

GEORGE H. FITCH, et al.

vs.

RICHARD WHITEHEAD, et al.

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IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,640 Equity

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that several of the defendants have been summoned and others have been twice returned non est; that the Order of Publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Maryland, and the said defendants having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this *13th* day of July, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED ^{AMENDED} and DECREED that said ^ABill of Complaint be, and the same is hereby, taken pro confesso against the said defendants.

Benjamin H. Hilderson
Judge

GEORGE H. FITCH, et al.

vs.

RICHARD H. WHITEHEAD, et al.

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IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 10,640 Equity

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ernest N. Cory, Jr. and Matthew S. Evans respectfully represents:

1. That a schematic diagram marked "Exhibit F" was filed with the Bill of Complaint (also filed as Examiner's Exhibit #2).

2. That when testimony was taken before the Examiner, it was determined that said diagram was incomplete.

3. That your petitioners have prepared a new diagram attached hereto and marked "Exhibit F1" and "Examiner's Exhibit #2A" including the information given by the various witnesses before the Examiner.

WHEREFORE, your petitioners pray this Honorable Court to pass an order authorizing and directing them to file the attached schematic diagram marked "Exhibit F1" and "Examiner's Exhibit #2A".

AND, as in duty bound, etc.

Ernest N. Cory, Jr.
Ernest N. Cory, Jr. &

Matthew S. Evans
Matthew S. Evans

ORDER

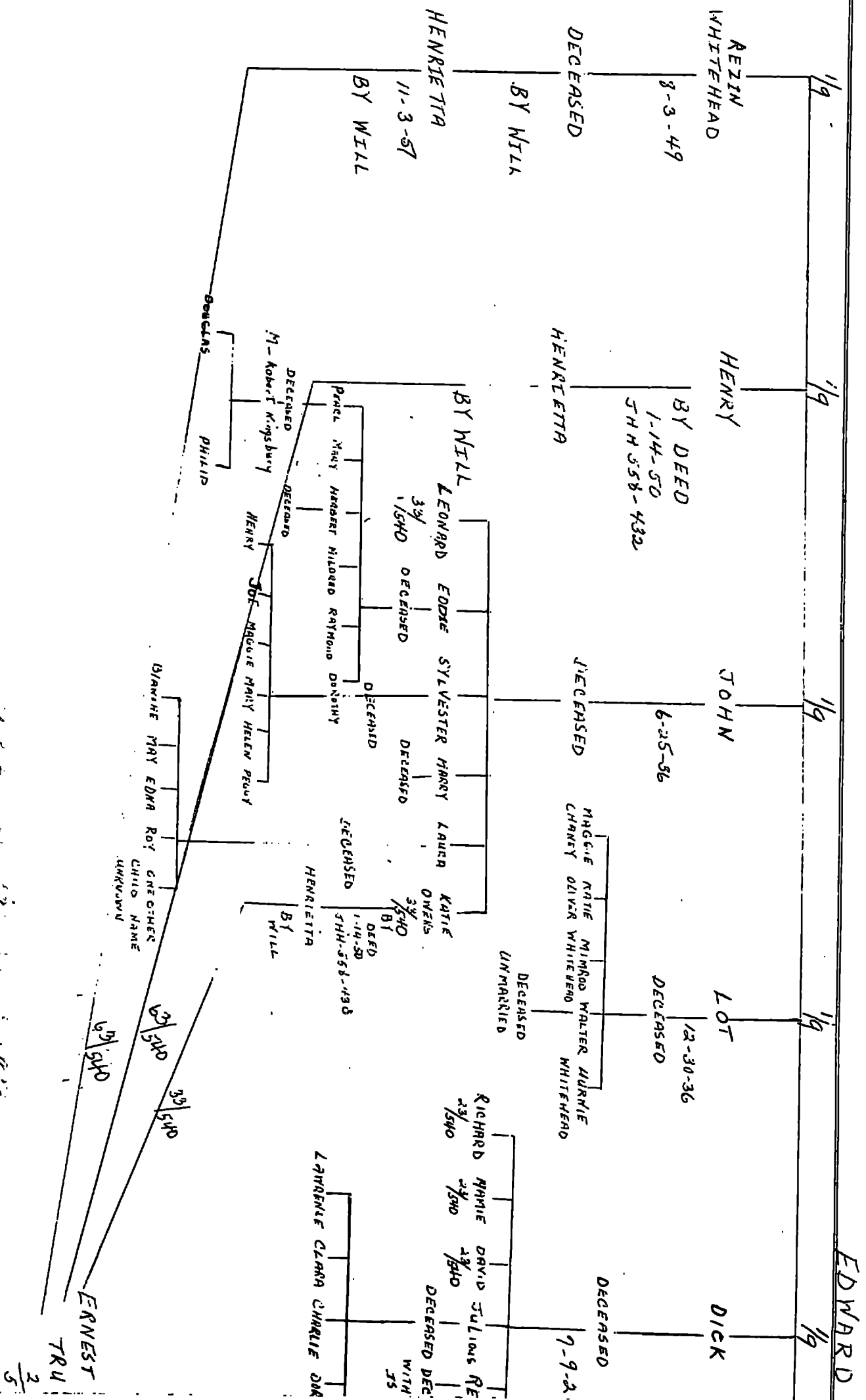
UPON the foregoing Petition, it is this 10th
day of September, 1954, by the Circuit Court for Anne Arundel County,
in Equity, ORDERED that your petitioners, ERNEST N. CORY, JR. and
MATTHEW S. EVANS, be, and they are hereby, authorized and directed
to file the attached diagram marked "Exhibit F1" and "Examiner's Exhibit
#2A" in the above proceedings.

Benjamin Michaelson
Judge

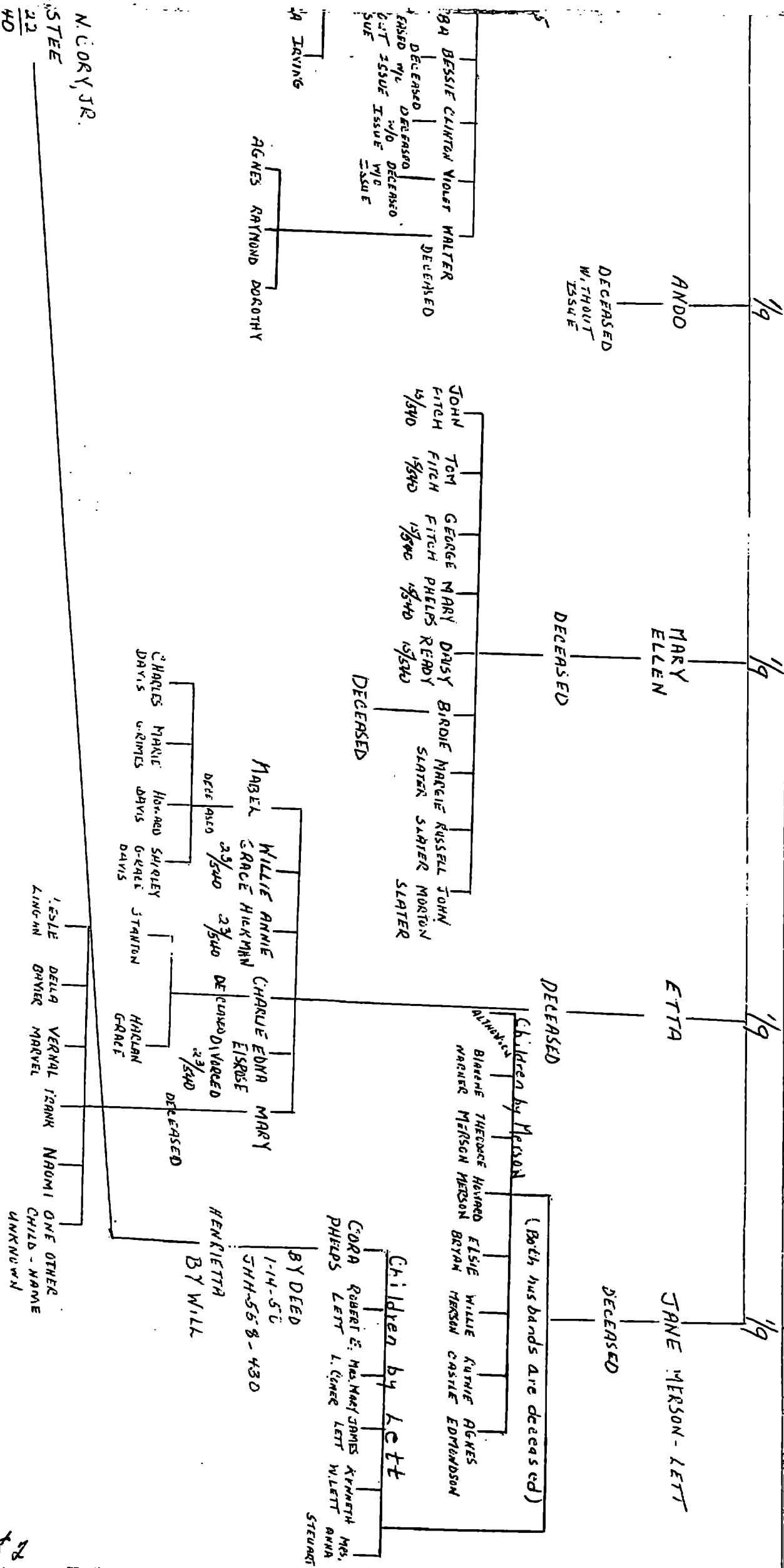
81 Filed 10 Sept., 1954.

IN THE CIRCUIT

514



WHITEHEAD



GEORGE H. FITCH, et al.

vs.

RICHARD H. WHITEHEAD, et al.

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 10,640 Equity

* * *

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled case is respectfully submitted for decree.

Ernest N. Cory, Jr.
Ernest N. Cory, Jr.
Attorney for Plaintiffs

Matthew S. Evans
Matthew S. Evans
Attorney for Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al

Plaintiffs

vs.

RICHARD WHITEHEAD
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5-acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933.

Defendants.

DECREE

The petitions, papers, exhibits and testimony in the above-captioned case having been read and considered and the defendants having been duly notified by publication and the time having expired under rules of Court subsequent to the Decree Pro Confesso signed in said cause;

It is, this 10th day of September, 1954, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED AND DECREED:

(1) That Edward Whitehead, late of said Anne Arundel County, deceased, departed this life intestate seized of all that land described in the Bill of Complaint and the Amended Bill of Complaint.

(2) That the said Edward Whitehead was the father of nine children, Rezin Whitehead, Henry Whitehead (the only living child), John Whitehead, Lot Whitehead, Dick Whitehead, Ando Whitehead, Mary Ellen Whitehead, Etta Whitehead and Jane Whitehead, all of whom are deceased except Henry Whitehead.

(3) That Rezin Whitehead left surviving him his widow, Henrietta Whitehead, who inherited from him by will his interest in the property of his father, Edward Whitehead;

(4) That after the death of her husband, Henrietta obtained from her late husband's brother, Henry Whitehead, the above-mentioned only surviving child of Edward Whitehead, all of said Henry's right, title and interest in and to the property which is the subject of these proceedings by deed dated February 21, 1950 duly recorded among the Land Records of Anne Arundel County.

(5) That all of the other children of Edward Whitehead died leaving

Filed 10 Sept, 1954.

heirs surviving them except Ando who was a bachelor and is now deceased, as are all of the other children of Edward Whitehead except the aforesaid Henry Whitehead (the only living child).

(6) That in addition to the interest that Henrietta received by deed from Henry and by will from her late husband, she also received part of the interest of Jane Whitehead held by Cora Phelps, (Cora Phelps being the only surviving child of the second marriage of Jane, the other child of Jane being Tommy Lett, late of Howard County, deceased, whose surviving children are Robert E. Lett, Kenneth Whitehead, Mrs. Mary L. Comer, Mrs. Anna Stewart and James Lett. Jane, prior to her marriage to Lett, had been married to Frank Merson, late of Howard County, deceased, and the living children of that marriage are Alphonso Merson, Blanche Warner, Theodore Merson, Howard Merson, Elsie Bryan, Willie Merson, Agnes Edmonson and Ruthie Castle), by deed dated January 14, 1950 and recorded in JHH 558 at folio 430, and the interest of Katie Owens, one of two children of John, the son of Edward, by the same said deed dated the 14th day of January, 1950 and recorded in JHH 558 at folio 430 also.

(7) That by her will Henrietta Whitehead, late of Anne Arundel County, deceased, left her interest in the property aforesaid to Ernest N. Cory, Jr., Trustee named in said will, the said Ernest N. Cory, Jr., therefore, it is found, holds the entire interest of Rezin Whitehead, one of the nine children of Ando, the entire interest of Henry Whitehead, one of the nine children of Edward, $1\frac{5}{2}$ of the interest of John, one of the nine children of Edward, and that part of the interest of Jane, one of the nine children of Edward that Henrietta got from Cora Phelps by deed.

(8) That the other $1\frac{4}{5}$ interest of John Whitehead, the son of Edward Whitehead, is held by Leonard Whitehead of Bowie, Maryland, and the heirs at law of the said Leonard Whitehead's deceased brothers and sisters, said deceased brothers and sisters being Eddie, who had four children, namely Pearl E. Kingsbury, Mary Whitehead, Mildred L. Whitehead, Raymond R. Whitehead and Dorothy Whitehead, Sylvester Whitehead, late of Anne Arundel County, deceased, who had six children, Henry Whitehead, Mary Whitehead, Joe Whitehead, Helen Whitehead, Peggy Whitehead and Maggie Whitehead, Harry Whitehead, who departed this life without issue, and Laura Whitehead, late of Anne Arundel County, deceased, who had five children, namely Blanche, May, Edna and Roy

and

(9) The interest of Lot, one of the nine children of Edward Whitehead, both of whom are late of Anne Arundel County, deceased, is now owned by the children of the said Lot, namely ^{Thomas L.} Maggie Chaney, Katie Oliver, Nimrod Whitehead and Hurnie Whitehead.

(10) The interest of Dick Whitehead, one of the nine children of Edward Whitehead, both of whom are late of Anne Arundel County, deceased, is owned by the three living children of the said Dick Whitehead, namely Richard Whitehead, Mamie Whitehead and David Whitehead, and the heirs at law of the two deceased children of the said Dick Whitehead, namely Julius Whitehead, late of Howard County, deceased, whose heirs at law are Clara Whitehead, Lawrence Whitehead, Charles Whitehead, Dora Whitehead and Irving Whitehead, all of Savage, Howard County, Maryland, and the heirs at law are ^{William Whitehead} Agnes Whitehead, Raymond Whitehead, Dorothy Whitehead, all of Linthicum Heights in Anne Arundel County, Maryland.

(11) Ando Whitehead departed this life without issue and, therefore, his one-ninth interest is vested in the heirs, assigns, devisees or legatees of his eight surviving brothers and sisters, he having predeceased them and departed this life intestate.

(12) The interest of Mary Ellen, late of Anne Arundel County, deceased, one of the nine children of Edward Whitehead, late of Anne Arundel County, deceased, is vested in her children now living and the heirs at law of her deceased children, her children now living being John Fitch, Tom Fitch, George Fitch, Daisy Ready and Mary Phelps, and the heirs at law of Birdie, late of Anne Arundel County, deceased, who are Margie Slater, Russell Slater and John Morton Slater.

(13) The interest of Etta, late of Anne Arundel County, deceased, one of the nine children of Edward Whitehead, late of Anne Arundel County, deceased, is now vested in the children of the said Etta now living and the heirs at law of her deceased children, the living children of Etta being Willie Grace, Annie Hickman, Edna Elsroad, the deceased children are Charlie, late of Anne Arundel County, deceased, whose surviving living heirs at law are Stanton Grace and Harlan Grace, Mabel, late of Anne Arundel County, deceased, whose heirs at law are Charles Davis, Marie Grimes, Howard Davis and Shirley Grace Davis, Mary, late of Anne Arundel County, deceased, whose heirs

at law are Leoni Frank, Leslie Lingan, Della Bower and Vernal Marvel.

(14) That said property is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated.

(15) That said property be sold, and; that Matthew S. Evans and Ernest N. Cory, Jr., Esquires, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Four Thousand (\$4,000.00) Dollars if a corporate surety be given or in double that amount if personal surety be given, conditioned, no matter the amount, for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given notice thereof for three successive weeks by advertisement inserted in such weekly newspaper, or newspapers, published in said Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which shall be cash upon the ratification of the sale, or sales, by this court; and, as soon as may be convenient after any such sale, or sales, the said trustees shall return to this court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the trust thereof and of the fairness of said sale; and, on obtaining the court's ratification of said sale, and, upon the payment of the whole purchase money (and not before), the said trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged of all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the said trustees shall bring into this court the money arising from said sale to be distributed amongst the parties entitled thereto as heretofore stated, under the direction of this court, after deducting the costs of this suit and such commissions to the said trustees as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

(16) That said trustees give notice to the creditors of (a) Edward Whitehead, (b) Rezin Whitehead, (c) John Whitehead, (d) Lot Whitehead, (e) Dick Whitehead, (f) Mary Ella Whitehead, (g) Etta Whitehead, (h) Jane Whitehead, (i) Walter Whitehead, (j) Eddie Whitehead, (k) Sylvester Whitehead, (l) Harry Whitehead, (m) Laura Whitehead, (n) Julius Whitehead, (o) Birdie Whitehead, (p) Charlie Whitehead, (q) Mary Whitehead, and (r) Mabel Whitehead, to file their claims property authenticated, with the Clerk of this Court on or before the 20th day of December, 1954, by publishing a copy of said notice in some newspaper published in said Anne Arundel County once a week for three successive weeks before the 18th day of October, 1954, in conjunction with the advertisement of the heretofore decreed sale.

Benjamin Michaelson
Judge

MATTHEW S. EVANS
and
ERNEST N. CORY, JR.
Trustees

TRUSTEES' SALE

OF

VALUABLE FREE SIMPLE PROPERTY

SITUATE IN THE FOURTH ELECTION DISTRICT OF

ANNE ARUNDEL COUNTY, MARYLAND

ON THE BLACKBRIDGE ROAD, EAST OF LAUREL, MARYLAND

UNDER AND BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, No. 10,640 Equity, the undersigned, as Trustees, will sell at public auction on the premises on

THURSDAY, OCTOBER 21, 1954

at 1:00 o'clock P.M.

all that property described in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated 29 November 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 118, folio 367, saving and excepting therefrom, however, approximately four (4) acres taken by the United States of America in Equity Case No. 1359 in the Circuit Court for Anne Arundel County, and is part of the same property that Edward Whitehead obtained from John S. Tyson, et ux., by deed dated 30 October 1884, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 25, folio 68.

Filed 21 Sept., 1954.

The property consists of approximately five (5) acres of land, and is improved by a small frame residence, several outbuildings including small shop and stable.

TERMS OF SALE: A deposit of Three Hundred Dollars (\$300.00) will be required of the purchaser at the time of sale, the balance of the purchase money to be paid in cash, with interest at the rate of six per centum (6%) per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other public charges of every kind and nature will be adjusted to the date of sale.

For further particulars apply to:

MATTHEW S. EVANS
212 Duke of Gloucester Street
Annapolis, Maryland

and

ERNEST N. CORY, JR.
106-8 Fourth Street
Laurel, Maryland,

TRUSTEES

GEORGE H. FITCH, et al.

vs.

RICHARD WHITEHEAD, et al.

IN THE
CIRCUIT COURT

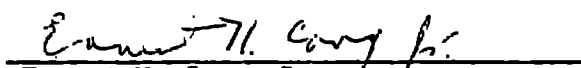
FOR
ANNE ARUNDEL COUNTY

No. 10,640 Equity

NOTICE TO CREDITORS

The undersigned, Trustees in the above cause named, pursuant to an order of the Circuit Court for Anne Arundel County, passed on 10 September 1954, hereby give notice to all persons having claims against the estates of Edward Whitehead, deceased, Rezin Whitehead, deceased, John Whitehead, deceased, Lot Whitehead, deceased, Dick Whitehead, deceased, Mary Ella Whitehead, deceased, Etta Whitehead, deceased, Jane Whitehead, deceased, Walter Whitehead, deceased, Eddie Whitehead, deceased, Sylvester Whitehead, deceased, Harry Whitehead, deceased, Laura Whitehead, deceased, Julius Whitehead, deceased, Birdie Whitehead, deceased, Charlie Whitehead, deceased, Mary Whitehead, deceased, and Mabel Whitehead, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before 20 December 1954.


Matthew S. Evans


Ernest N. Cory, Jr.,
Trustees

Filed 21 Sept., 1954

"Old and Tried" Organized 1849

Glens Falls**INSURANCE COMPANY**
Glens Falls, N. Y.

No. 10,640 Equity

Know All Men by These Presents:THAT WE.....**Ernest N. Cory, Jr. and Matthew S. Evans**.....as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York,
Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of
.....**FOUR THOUSAND AND NO/100 (\$4,000.00)** - - - - - Dollars,to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind
ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly
by these presents; sealed with our seals and dated this.....**Fifth**..... day
of.....**October**..... in the year nineteen hundred and.....**Fifty Four**.....WHEREAS, the above bounden.....**Ernest N. Cory, Jr. and Matthew S. Evans**.....by virtue of a decree of the Honorable the Judge of the Circuit Court.....**for Anne Arundel**..........**County**.....^{Have}~~has~~ been appointed trustee to sell.....**Real Estate**.....mentioned in the proceedings in the case of.....**George H. Fitch, Etal**.....

vs.

.....**Richard Whitehead, Etal**.....

now pending in said Court

Now the Condition of this Obligation is such, that if the above

bounden**Ernest N. Cory, Jr. and Matthew S. Evans**.....do and shall well and faithfully perform the trust reposed in.....**them**..... by said decree, or that may be
reposed in.....**them**..... by any future decree or order in the premises, then the above obligation to be
void; otherwise to be and remain in full force and virtue in law.Signed, sealed, and delivered
in the presence of.....**Doris L. Conaway**.....
.....**Audrey C. Duley**.....
.....**Audrey C. Duley**.....

[SEAL]

[SEAL]

.....**Matthew S. Evans**.....
.....**Fred E. Voges**.....
.....**Fred E. Voges**.....

[SEAL]

Attorney-in-Fact

approved this 29 Oct., 1954
John H. Hopkins, 3rd, Clerk.

Filed 20 Oct., 1954.

Filed 26 Oct, 1954
MATTHEW S. EVANS
and
ERNEST N. CORY, JR.
Trustees

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

SITUATE IN THE FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE BLACKBRIDGE ROAD, EAST OF LAUREL, MARYLAND.

~~UNDER AND BY VIRTUE~~ of a decree of the Circuit Court for Anne Arundel County, No. 10,640 Equity, the undersigned, as Trustees, will sell at public auction on the premises on

Thursday, October 21st, 1954

AT 1:00 O'CLOCK, P.M.

all that property described in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated 29 November, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 118, folio 367, saving and excepting therefrom, however, approximately four (4) acres taken by the United States of America in Equity Case No. 1359 in the Circuit Court for Anne Arundel County, and is part of the same property that Edward Whitehead obtained from John S. Tyson, et ux., by deed dated 30 October, 1884, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 25, folio 68.

The property consists of approximately five (5) acres of land, and is improved by a small frame residence, several outbuildings including small shop and stable.

TERMS OF SALE: A deposit of Three Hundred Dollars (\$300.00) will be required of the purchaser at the time of sale, the balance of the purchase money to be paid in cash, with interest at the rate of six per centum (6%) per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other public charges of every kind and nature will be adjusted to the date of sale.

~~For further particulars apply to:~~

MATTHEW S. EVANS,
212 Duke of Gloucester Street,
Annapolis, Maryland,
and
ERNEST N. CORY, JR.,
196-8 Fourth Street,
Laurel, Maryland,

Trustees.

934 Filed 26 Oct, 1954

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY that I have this 21st day of October 1954,

sold the within described property to Bryant W. Meredith + Mildred H. Meredith as tenants by the entireties, or to a 1/2 interest said 1/2 interest to be held as tenants in common with William J. Dunlevy the purchaser of the other 1/2 interest in said property at and for the sum of eight thousand ⁰⁰/₁₀₀ Dollars (\$8000⁰⁰), being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Carlisle Cook
Carlisle Cook, Auctioneer

CERTIFICATE OF PURCHASER

We, William J. Dunlevy, Bryant W. Meredith and Mildred H. Meredith his wife, HEREBY CERTIFY that we have this 21st day of October 1954 purchased the within described property from Ernest H. Cory, Jr. and Matthew S. Evans, Trustees, at and for the sum of Eight thousand and ⁰⁰/₁₀₀ Dollars (\$8000⁰⁰), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Bryant W. Meredith
William J. Dunlevy
Mildred H. Meredith
Purchaser

RECEIVED
FEBRUARY 1954
RECORDED

Filed 26 Oct, 1954

MATTHEW S. EVANS

and

ERNEST N. CORY, JR.

Trustees

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

SITUATE IN THE FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE BLACKBRIDGE ROAD, EAST OF LAUREL, MARYLAND.

UNDER AND BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, No. 10,640 Equity, the undersigned, as Trustees, will sell at public auction on the premises on

Thursday, October 21st, 1954

AT 1:00 O'CLOCK, P.M.

all that property described in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated 29 November, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 118, folio 367, saving and excepting therefrom, however, approximately four (4) acres taken by the United States of America in Equity Case No. 1359 in the Circuit Court for Anne Arundel County, and is part of the same property that Edward Whitehead obtained from John S. Tyson, et ux., by deed dated 30 October, 1884, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 25, folio 68.

The property consists of approximately five (5) acres of land, and is improved by a small frame residence, several outbuildings including small shop and stable.

TERMS OF SALE: A deposit of Three Hundred Dollars (\$300.00) will be required of the purchaser at the time of sale, the balance of the purchase money to be paid in cash, with interest at the rate of six per centum (6%) per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other public charges of every kind and nature will be adjusted to the date of sale.

For further particulars apply to:

October 21, 1954

The undersigned purchaser at the above-advertised sale hereby acknowledges that the property advertised as approximately 5 acres was explained by the Attorney at the sale to be possibly as little as 4 acres, the exact quantity of land being unknown.

R. W. Meredith

MATTHEW S. EVANS,
212 Duke of Gloucester Street,
Annapolis, Maryland,
and

ERNEST N. CORY, JR.,
196-8 Fourth Street,
Laurel, Maryland,

Trustees.

William F. Dunlevy. Filed 26 Oct. 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al

Plaintiffs

vs.

RICHARD WHITEHEAD
Black Bridge & Whiskey Bottom Roads
Anne Arundel County
Laurel, Maryland

and all other unknown heirs of EDWARD WHITEHEAD, and any persons having or claiming to have any interest in a certain 5 acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to REZIN WHITEHEAD dated November 29, 1933.

Defendants

TRUSTEES REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Matthew S. Evans and Ernest N. Cory, Jr., Trustees named in the Decree of this Honorable Court in the above entitled case dated the 10th day of September, 1954, to make sale of the hereinafter described property, respectfully shows:

That after giving bond with security for the faithful performance of their trust and after having complied with all of the other prerequisites as required by law and the said Decree, they did, pursuant to said Decree, sell at public auction to the highest bidder to Bryant W. Meredith and Mildred H. Meredith, his wife, as tenants by the entireties as to a one-half interest, said one-half interest to be held as tenants in common with William F. Dunlevy, unmarried, the purchaser of the other one-half interest, at and for the sum of Eight Thousand (\$8,000.00) Dollars, being at that figure the highest bid therefor, and did take a deposit in accordance with the terms advertised of Three Hundred (\$300.00) Dollars, the balance to be paid in cash upon the ratification of this sale by the Court, the following property:

All that property described in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead, dated November 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 118, folio 367, saving and excepting therefrom, however, approximately four (4) acres taken by the United States of America in Equity Case No. 1359 in the Circuit Court for Anne Arundel County, and is part of the same property that Edward Whitehead


95
Filed 26 Oct, 1954


obtained from John S. Tyson, et ux., by deed dated October 30, 1884, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 25, folio 68.

The Trustees, not knowing the exact quantity of land, explained to the assemblage that they were not certain of the quantity and had the purchasers sign a statement on one of the handbills that they understood that there might possibly be as little as four acres.

The auctioneer was Mr. Carlisle F. Cook, whose certificate is filed herewith.

Respectfully submitted,



Matthew S. Evans, Trustee


Ernest N. Cory, Jr., Trustee

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to-wit:

I HEREBY CERTIFY, That on this 25 day of October, 1954, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared MATTHEW S. EVANS, Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and notarial seal.



Notary Public

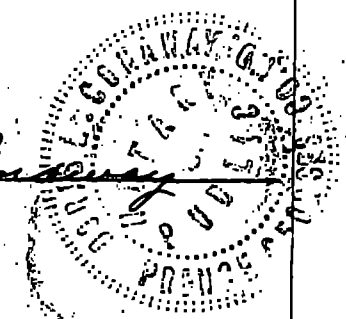


STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, to-wit:

I HEREBY CERTIFY, That on this 22nd day of October, 1954, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared ERNEST N. CORY, JR., Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and notarial seal.


Notary Public



George H. Fitch,
John Edward Fitch, et al
versus
Richard Whitehead, et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,640 Equity

Ordered, this 26 day of October, 1954, That the sale of the
Property in these Proceedings mentioned,
made and reported by Matthew S. Evans and Ernest N. Cory, Jr.,
Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29
day of November next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 29
day of November next.

The report states that the amount of sales to be \$ 8,000.00.

True Copy,

John F. Hopkins, 3rd, Clerk.

TEST: Clerk.

(Final Order)

Filed 26 Oct., 1954.

George H. Fitch
John Edward Fitch, et al
versus
Richard Whitehead, et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22 day of December, 1954,
that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Richardson
Judge.

Filed 2 Dec., 1954.

Trustee—Md.

LIBER 104 PAGE 120

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

No. 10,640 Equity

Know All Men by These Presents:

THAT WE Ernest N. Cory, Jr. and Matthew S. Evans

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND AND NO/100 (\$4,000.00) - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this twenty-sixth day of October in the year nineteen hundred and fifty-four

WHEREAS, the above bounden Ernest N. Cory, Jr. and Matthew S. Evans by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee to sell real estate

mentioned in the proceedings in the case of Fitch

vs.

Whitehead

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Ernest N. Cory, Jr. and Matthew S. Evans

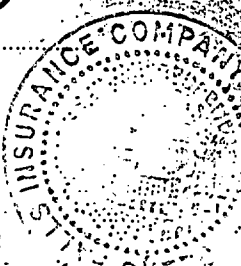
do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in the presence of

Doris L. Conaway

Andred C. Duley

Ernest N. Cory, Jr. [SEAL]
Matthew S. Evans [SEAL]



By Fred E. Voges [SEAL]
Attorney - in - Fact
Approved this 3 Nov, 1954
John H. Hopkins, 3rd, Clerk

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,640 Equity
GEORGE H. FITCH, JOHN EDWARD
FITCH, et al

Vs.

RICHARD WHITEHEAD, et al

Ordered, this 26th day of October,
1954, That the sale of the Property in
these Proceedings mentioned, made and
reported by Matthew S. Evans and
Ernest N. Cory, Jr., BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 20th day of November next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 20th
day of November next.

The report states that the amount of
sales to be \$8,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1954

We hereby certify, that the annexed

Order Nisi

Sale - E.g. 10,640.

Richard Whitehead

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 29th

day of November, 1954. The first

insertion being made the 28th

October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman.

Filed 2 Dec, 1954.

No. M. G. 3148.....

99

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al

:

vs.

:

No. 10,640 - Equity

RICHARD WHITEHEAD, et al

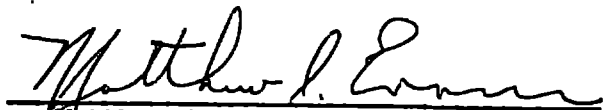
:

SUGGESTION OF DEATH

Now come Ernest N. Cory, Jr. and Matthew S. Evans and suggest to the Court that Richard Whitehead, a party to the above-captioned cause, departed this life the 11th day of May, 1955.



Ernest N. Cory, Jr.



Matthew S. Evans

Filed 24 May, 1955

Office of
THE NEWS LEADER

357 Main St. Laurel, Md.

CERTIFICATE OF PUBLICATION

LIBER 104 PAGE 123

Laurel, Maryland October 15, 1954

MATTHEW S. EVANS
and
ERNEST N. CORY, JR.
Trustees

Trustees' Sale

OF

**VALUABLE FEE SIMPLE
PROPERTY**

Situate In The
Fourth Election District of
Anne Arundel County,
Maryland

On the Blackbridge Road,
East of Laurel, Maryland

UNDER AND BY VIRTUE of
a decree of the Circuit Court for
Anne Arundel County, No. 10,640
Equity, the undersigned, as Trust-
tees, will sell at public auction on
the premises on

Thursday, October 21, 1954
at 1:00 o'clock P.M.

all that property described in a
certain deed from C. Albert
Hodges, County Treasurer, to
Rezin Whitehead, dated 29 Novem-
ber 1933, and recorded among the
Land Records of Anne Arundel
County in Liber F.S.R. No. 118,
folio 367, saving and excepting
therefrom, however, approximately
four (4) acres taken by the United
States of America in Equity Case
No. 1369, in the Circuit Court for
Anne Arundel County, and is part
of the same property that Edward
Whitehead obtained from John S.
Tyson, et ux., by deed dated 30
October 1884, and recorded among
the Land Records of Anne Arundel
County in Liber S.H. No. 25,
folio 68.

The property consists of ap-
proximately five (5) acres of land,
and is improved by a small frame
residence, several outbuildings in-
cluding small frame residence,
several outbuildings including small
shop and stable.

TERMS OF SALE: A deposit
of Three Hundred Dollars
(\$300.00) will be required of the
purchaser at the time of sale, the
balance of the purchase money to
be paid in cash, with interest at
the rate of six per centum (6%)
per annum from the day of sale,
upon final ratification of said sale
by the Circuit Court for Anne
Arundel County. Taxes and all
other public charges of every kind
and nature will be adjusted to the
date of sale.

For further particulars apply
to:

MATTHEW S. EVANS
212 Duke of Gloucester Street
Annapolis, Maryland
and
ERNEST N. CORY, JR.
106-8 Fourth Street
Laurel, Maryland
Trustees.

THIS IS TO CERTIFY

that the annexed **TRUSTEES' SALE**
was published in **THE NEWS LEADER**, a weekly newspaper published in
Laurel, Prince George's County, Maryland, once in each of two
successive weeks before the 21 day of October, 1954,
the first insertion having been on the 7 day of October
and the last on the 14 day of October, 1954

THE NEWS LEADER, Inc.

By *Esther L. Lee*

Filed 17 Aug, 1955

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GERGE H. FITCH, et al

Plaintiffs

vs.

Equity No. 10,640

RICHARD WHITEHEAD, et al
and all other unknown heirs of Edward
Whitehead, and any persons having or
claiming to have any interest in a certain
5 acre parcel of land on the Black Bridge Road in
Anne Arundel County, said land being a part of that land
contained in a certain deed from C. Albert Hodges, County
Treasurer, to Rezin Whitehead dated November 29, 1933

Defendants

ANSWER OF HOWARD MERSON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Howard Merson of full legal age and in proper person and says:

1. That he is the son of Frank Merson, the grandson of Jane Merson Letts, and the great grandson of Edward Whitehead and;
2. That he is informed that although he was named in the body of the Amended Bill of Complaint, he was not named in the Titling thereof and further that in the decree he was erroneously named as the son of Jane Whitehead Letts only, without reference to his relationship to Edward Whitehead, and;
3. That he has completely read the proceedings had in this Court, with particular reference to the actions of the Trustees in selling the property, the subject of these proceedings, to Bryant W. Meredith and Mildred H. Meredith, his wife, and William F. Dunlevy, December 13, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 890 at folio 82, and ratifies and approves the Trustees' actions in their sale to the purchasers above named, and further ratifies all and every the acts of the Trustees made in the above captioned cause, and further says that in order that there shall be no question about his title interest in and to the property the subject of these proceedings, that he will further execute a quit claim deed to the purchasers aforesaid, and;

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4. That he has read the Amended Bill of Complaint and desires to submit to the jurisdiction of this Court without receiving Service of Process, and;

Having fully answered he prays that he may be dismissed with his costs.

Howard Merson
Howard Merson

STATE OF MARYLAND

COUNTY OF

Montgomery

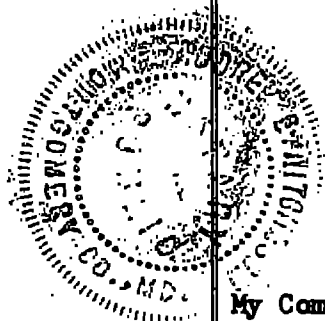
ss.

I HEREBY CERTIFY That on this 19th day of February, 1957, before me, the subscriber, a Notary Public in and for the State and County aforesaid, did personally appear Howard Merson, and made oath in due form of law that the matters and facts stated in the foregoing Answer are true to the best of his knowledge and belief, and acknowledged the Answer to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Audrey E. Aitchison
Notary Public

My Commission Expires May 6, 1957



IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al :
 Plaintiffs :
 vs. : Equity No. 10,640

RICHARD WHITEHEAD, et al :
 and all other unknown heirs of Edward Whitehead, and any persons having or
 claiming to have any interest in a certain 5 acre parcel of land on the Black
 Bridge Road in Anne Arundel County, said land being a part of that land con-
 tained in a certain deed from C. Albert Hodges, County Treasurer, to Rezin
 Whitehead dated November 29, 1933.
 Defendants


PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

Now come Matthew S. Evans and Ernest N. Cory, Jr., Trustees in the above
 captioned case, and represent unto your Honors that heretofore on the 10th day
 of September, 1954 your Trustees prepared and submitted to the Court a Decree,
 which said Decree authorized the sale that has heretofore been made and rati-
 fied. In said Decree prepared by your Trustees, certain distributions were
 indicated, based upon information that had come to your Trustees from the heirs
 when they were preparing the original and amended Bill of Complaint, and from
 the testimony that had been taken prior to the preparation of the Decree. How-
 ever, in the preparation certain errors were made in the relationship of the
 various heirs and their respective standing, which said errors were deducted
 by the Court's Auditor when the time came to strike an account.

WHEREFORE, your Petitioners pray that they may be permitted to file a
 Supplementary Decree, which said Decree will not change the previous Decree
 except with respect to the distribution named in the original Decree.


 Matthew S. Evans, Trustee


 Ernest N. Cory Jr., Trustee

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al

Plaintiffs

vs.

Equity No. 10,640

RICHARD WHITEHEAD, et al

and all other unknown heirs of Edward Whitehead, and any persons having or claiming to have any interest in a certain 5 acre parcel of land on the Black Bridge Road in Anne Arundel County, said land being a part of that land contained in a certain deed from C. Albert Hodges, County Treasurer, to Rezin Whitehead dated November 29, 1933.

Defendants

ORDER

It is by the Circuit Court for Anne Arundel County, Maryland this 12th day of March, 1957, ADJUDGED, ORDERED and DECREED that the Trustees in Equity No. 10,640 be and they hereby are authorized to submit a Supplementary Decree to the Decree heretofore passed on the 10th day of September, 1954.

Benjamin Michaelson
Judge

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE H. FITCH, et al :
 Plaintiffs :
 vs. : Equity No. 10,640
 :

RICHARD WHITEHEAD, et al :
 and all other unknown heirs of Edward Whitehead, and any persons having or
 claiming to have any interest in a certain 5 acre parcel of land on the Black
 Bridge Road in Anne Arundel County, said land being a part of that land con-
 tained in a certain deed from C. Albert Hodges, County, Treasurer, to Rezin
 Whitehead dated November 29, 1933.
 Defendants

SUPPLEMENTARY DECREE

The petitions, papers and exhibits and testimony and the Decree hereto-
 fore signed on the 10th day of September, 1954 having been read and considered,
 and further the answer of Howard Merson having been read and considered, the
 property having been sold as directed by the Court, and the report of sale
 filed, the Court finds that:

The aforesaid Decree, signed on September 10, 1954 recited certain rela-
 tive positions of the parties with respect to inheritance, and the Court has
 noticed that said recitations are in derogation of the testimony thereto for
 taken;

It is this 12th day of March, 1957, for the purpose of
 correcting said relationships and making it possible for the Court Auditor to
 make distribution in accordance with the true relationship of the parties,

ADJUDGED, ORDERED and DECREED:

(1) That Edward Whitehead, late of said Anne Arundel County, deceased,
 departed this life intestate seized of all that land described in the Bill of
 Complaint and the Amended Bill of Complaint.

(2) That the said Edward Whitehead was the father of nine children: Rezin
 Whitehead, Henry Whitehead (the only living child), John Whitehead, Thomas L.
 Whitehead, Richard Whitehead, Andrew Whitehead, Mary Ellen Whitehead, Etta
 Whitehead, and Jane Whitehead, all of whom are deceased except Henry Whitehead.

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(3) That Rezin Whitehead left surviving him his widow, Henrietta Whitehead, who inherited from him by will his interest in the property of his father, Edward Whitehead;

(4) That after the death of her husband, Henrietta obtained from her late husband's brother, Henry Whitehead, the above-mentioned only surviving child of Edward Whitehead, all of said Henry's right, title and interest in and to the property which is the subject of these proceedings by deed dated February 21, 1950 duly recorded among the Land Records of Anne Arundel County.

(5) That all of the other children of Edward Whitehead died leaving heirs surviving them except Andrew, who was a bachelor, and is now deceased, as are all of the other children of Edward Whitehead except the aforesaid Henry Whitehead (the only living child).

(6) That in addition to the interest that Henrietta received by deed from Henry and by will from her late husband, she also received part of the interest of Jane Whitehead held by Cora Phelps, (Cora Phelps being the only surviving child of the second marriage of Jane, the other child of Jane being Thomas W. Letts, late of Howard County, deceased, whose surviving children are Robert E. Letts, Kenneth Whitehead Letts, Mrs. Mary L. Comer and Mrs. Anna L. Stewart. Jane, prior to her marriage to Letts, had been married to Frank Merson, late of Howard County, deceased, and the only surviving child of this marriage was Frank Merson, now deceased, and the living children of Frank Merson are Alphonso Merson, Blanche Warner, Theodore Merson, Howard Merson, Elsie Bryan, Willie Merson, Agnes Edmonson and Ruthie Castle, these eight Merson children being Jane Whitehead's grandchildren and the great grandchildren of Edward Whitehead), by deed dated January 14, 1950 and recorded in JHH 558 at folio 430, and the interest of Katie Owens, one of five children of John, the son of Edward, by the same said deed dated the 14th day of January, 1950, and recorded in JHH 558 at folio 430 also.

(7) That by her will Henrietta Whitehead, late of Anne Arundel County, deceased, left her interest in the property aforesaid to Ernest N. Cory, Jr., Trustee named in said will, the said Ernest N. Cory, Jr., therefore, it is found, holds the entire interest of Rezin Whitehead, one of the nine children of Edward, the entire interest of Henry Whitehead, one of the nine children of Edward, 1/5 of the interest of John, one of the nine children of Edward,

and that part of the interest of Jane, one of the nine children of Edward that Henrietta got from Cora Phelps by deed.

(8) That the other $\frac{4}{5}$ interest of John Whitehead, the son of Edward Whitehead, is held by Leonard Whitehead, of Bowie, Maryland, and the heirs at law of the said Leonard Whitehead's deceased brothers and sisters, said deceased brothers and sisters being Eddie, who had five children, namely Mary Ethel Arnold, Mildred L. Long, Raymond R. Whitehead, Dorothy W. Perone and Pearl E. Kingsbury, said Pearl E. Kingsbury is now deceased leaving her husband, Robert B. Kingsbury and two sons, Douglas and Philip Kingsbury; Sylvester Whitehead, late of Anne Arundel County, deceased, who had six children, Henry Whitehead, Mary Whitehead, Joe Whitehead, Helen Whitehead, Peggy Whitehead and Maggie Whitehead; Harry Whitehead, who departed this life without issue, and Laura Whitehead, late of Anne Arundel County, deceased, who had five children, namely Blanche, May, Edna, Roy and Hazel.

(9) The interest of Thomas L. Whitehead, one of the nine children of Edward Whitehead, both of whom are late of Anne Arundel County, deceased, is now owned by the children of the said Thomas L. Whitehead, namely Maggie Chaney, Katie Oliver, Nimrod Whitehead and Hurnie Whitehead.

(10) The interest of Richard Whitehead, one of the nine children of Edward Whitehead, both of whom are late of Anne Arundel County, deceased, is owned by the two living children of the said Richard Whitehead, namely Mamie Whitehead and David Whitehead, and the heirs at law of the three deceased children of the said Richard Whitehead, namely Julius Whitehead, late of Howard County, deceased, whose heirs at law are Clara Whitehead, Lawrence Whitehead, Charles Whitehead, Dora Whitehead and Irving Whitehead, all of Savage, Howard County, Maryland, and Walter Whitehead, whose heirs at law are Agnes Whitehead, Raymond Whitehead, Dorothy Whitehead, all of Linthicum Heights, Anne Arundel County, Maryland, and the heirs at law of Richard Whitehead, late of Anne Arundel County, deceased, who died on May 11, 1955.

(11) Andrew Whitehead departed this life without issue and, therefore, his one-ninth interest is vested in the heirs, assigns, devisees or legatees of his eight surviving brothers and sisters, he having predeceased them and departed this life intestate.

(12) The interest of Mary Ellen, late of Anne Arundel County, deceased, one of the nine children of Edward Whitehead, late of Anne Arundel County, deceased, is vested in her children now living and the heirs at law of her deceased children, her children now living being John Fitch, Thomas Fitch, George Fitch, Daisy Ready and Mary Phelps, and the heirs at law of Birdie, late of Anne Arundel County, deceased, who are Margie Slater, Russell Slater and John Morton Slater.

(13) The interest of Etta, late of Anne Arundel County, deceased, one of the nine children of Edward Whitehead, late of Anne Arundel County, deceased, is now vested in the children of the said Etta now living and the heirs at law of her deceased children, the living children of Etta being Willie Grace, Annie Hickman, Edna Elsroad, the deceased children are Charles, late of Anne Arundel County, deceased, whose surviving living heirs at law are Stanton Grace and Harlan Grace, Mabel, late of Anne Arundel County, deceased, whose heirs at law are Charles Davis, Marie Grimes, Howard Davis and Shirley Grace Davis, Mary, late of Anne Arundel County, deceased, whose heirs at law are Leoni Frank, Leslie Lingan, Della Bower and Vernal Marvel.

(14) The interest of Jane Merson Letts, late of Howard County, deceased, is vested in Ernest N. Cory, Jr., Trustee, the children of Thomas W. Letts, namely Robert E. Letts, Kenneth L. Whitehead, Mary Letts Comer and Anna Letts Stewart, and the children of Frank Merson, namely Alphonso Merson, Blanche Warner, Theodore Merson, Howard Merson, Elsie Bryan, Willie Merson, Agnes Edmonson and Ruth Castle.

(15) That the said property not being susceptible of partition, was sold as directed heretofore by this Court, and all of the requirements set out by the Court complied with by the Trustees, the Auditor is therefor directed to make distribution in accordance with the relative position of the heirs of Edward Whitehead as set out herein.

Benjamin Richardson
Judge

LIBER 104 PAGE 132

vs.

..... et al

Equity

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

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March 28, 1957

Laura K. Eckling
Auditor.

FILED

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Dr.

in ac.

George H. Fitch, et al vs. Richard Whitehead, etal

To Trustees for Commissions, viz:	271	96		
To Trustees for Fee (Order 1/14/55), viz:	1,250	00	1,521	96
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	162	75		
Clerk of Court - final costs (1957)	10	50		
W. Harvey Hill - Sheriff's costs (Howard)	10	05		
Jos. C. Deegan - Sheriff's costs (Balto.)	4	85		
Jos. W. Alton, Jr. - " " (Anne Arundel)	9	75		
Chipman W. Cunningham - Examiner's fees	25	00		
Laura R. Jickling - stenographic record	20	00		
Katharine H. McCutchan - stenographic record	10	00		
Auditor - stating this account	281	00	553	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - orders of publication (1953 and 1954)	182	52		
Capital-Gazette Press - first advertisement and handbills	19	26		
Capital-Gazette Press - advertising sale and notice to creditors	58	76		
Capital-Gazette Press - handbills	11	86		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The News Leader - advertising sale	27	50		
Wilson - advertising sign	24	00		
Glens Falls Insurance Co. - 1954, 1955 and 1956 premiums on original bond	48	00		
Glens Falls Insurance Co. - 1954, 1955 and 1956 premiums on additional bond	48	00		
Dunn & Co. - appraisal and testimony	100	00		
Kent R. Mullikin - appraisal and testimony	100	00		
R. M. Marshall, Inc. - 1953 and 1954 fire insurance premiums	46	65		
Carlisle F. Cook - auctioneer's fee	150	00		
Ruth L. Shackelton - mimeographed copies of bill of complaint	10	50		
Clerk of Court - certified copy of deed	1	50		
Register of Wills - certified copy Wills	5	00		
Ernest N. Cory, Jr. - amount advanced for distribution of handbills	20	00		
Viola J. Brown - notary fee		50	868	05
BALANCE FOR DISTRIBUTION - \$5,473.12				
Distributed to the devisee of Henrietta Whitehead, who died 11/9/51, and the heirs at law of Edward Whitehead, who died in 1904 - SEE SCHEDULE A HERETO ATTACHED	5,473	12	5,473	12
			8,417	03

SCHEDULE A

D I S T R I B U T I O N

To Ernest N. Cory, Jr., Trustee under the Will of Henrietta Whitehead, who died 11/9/51 - nineteen-sixtieths, acquired as follows:	\$	\$	
From Rezin Whitehead - one-eighth	684.14		
From Henry Whitehead - one-eighth	684.14		
From Katie Owens - one-fortieth	136.83		
From Cora Phelps - one-twenty-fourth	228.05		
	<u>\$ 1,733.16</u>		
LESS			
Claim of Henry Whitehead (Order of 11/3/54)	200.00		
	<u>\$ 1,533.16</u>		
LESS			
7½% Collateral Inheritance tax	114.99		
			1,418.17
To Henry Whitehead - claim allowed above			200.00
To Heirs of John Whitehead (son of Edward Whitehead,) who died 6/25/36, viz:			
1. Leonard Whitehead, son - 1/40	136.83		
2. Katie Owens, daughter - 1/40 (conveyed to Henrietta Whitehead)			
3. Children of Sylvester Whitehead, son, viz:			
I. Henry Whitehead - 1/240	22.81		
II. Mary Whitehead - 1/240	22.81		
III. Joe Whitehead - 1/240	22.81		
IV. Helen Whitehead - 1/240	22.80		
V. Peggy Whitehead - 1/240	22.80		
VI. Maggie Whitehead - 1/240	22.80		
4. Children of Laura Whitehead, daughter, viz:			
I. Mary Whitehead - 1/200	27.36		
II. Blanche Whitehead - 1/200	27.36		
III. Edna Whitehead - 1/200	27.37		
IV. Roy Whitehead - 1/200	27.37		
V. Hazel Whitehead - 1/200	27.37		
5. Heirs of Edwin Whitehead, son, who died subsequent to 1923, viz:			
I. Mary E. W. Arnold - 1/200	27.36		
II. Mildred L. W. Long - 1/200	27.36		
III. Raymond R. Whitehead - 1/200	27.36		
			1,618.17
Forwarded			

	Forwarded	\$	\$ 1,618.17
IV.	Dorothy W. Perone - 1/200	27.37	
V.	Heirs at law of Pearl E. Kingsbury, who died in 1940, viz:		
	a. Robert E. Kingsbury, Widower - 1/600	9.12	
	b. Douglas Kingsbury, son - 1/600	9.12	
	c. Philip Kingsbury, son - 1/600	9.13	
		<hr/>	547.31
To Children of Thomas L. Whitehead, (son of Edward Whitehead,) who died 12/30/36, viz:			
1.	Maggie Chaney, daughter - one-thirty-second \$171.03 <u>Less</u> direct inheritance tax	1.71	169.32
2.	Nimrod Whitehead, son - one-thirty-second 171.03 <u>Less</u> direct inheritance tax	1.71	169.32
3.	Hurnie H. Whitehead, son - one-thirty-second 171.04 <u>Less</u> direct inheritance tax	1.71	169.33
4.	Katie Oliver, daughter - one-thirty-second 171.04 <u>Less</u> direct inheritance tax	1.71	169.33
		<hr/>	677.30
To Heirs of Richard Whitehead, (son of Edward Whitehead,) who died 7/9/25, viz:			
1.	Richard Whitehead, son - 1/40	136.82	
2.	Mamie W. Fendlay, daughter - 1/40	136.83	
3.	David Whitehead, son - 1/40	136.83	
4.	Children of Julius Whitehead, son, viz:		
	I. Clara Whitehead, daughter - 1/200	27.36	
	II. Charles Whitehead - 1/200	27.36	
	III. Dora Whitehead - 1/200	27.37	
	Forwarded		2,842.78

Forwarded	\$	\$ 2,842.78
IV. Lawrence Whitehead - 1/200	27.37	
V. Irving Whitehead - 1/200	27.37	
5. Children of Walter Whitehead, son, viz:		
I. Agnes Whitehead - 1/120	45.61	
II. Raymond Whitehead - 1/120	45.61	
III. Dorothy Whitehead - 1/120	<u>45.61</u>	684.14
To Heirs of Mary Ellen Fitch (daughter of Edward Whitehead), who died 6/26/24, viz:		
1. John E. Fitch, son - 1/48	114.02	
2. Thomas H. Fitch, son - 1/48	114.02	
3. George H. Fitch, son - 1/48	114.02	
4. Daisy Ready, daughter - 1/48	114.02	
5. Mary B. Phelps, daughter - 1/48	114.03	
6. Children of Birdie Slater, daughter, viz:		
I. Margie Slater - 1/144	38.01	
II. Russell Slater - 1/144	38.01	
III. John Marton Slater - 1/144	<u>38.01</u>	684.14
To Heirs of Henrietta W. Grace (daughter of Edward Whitehead), viz:		
1. Willie Grace, son - 1/48	114.02	
2. Annie Hickman, daughter - 1/48	114.02	
3. Edna J. Elsroad, daughter - 1/48	114.02	
4. Children of Charlie Grace, son, who died 3/21/16, viz:		
I. Stanton Grace - 1/96	57.01	
II. Harlan Grace - 1/96	57.01	
5. Children of Mabel Davis, daughter, who died 1/18/42, viz:		
I. Charles Davis - 1/192	28.50	
II. Marie Grimes - 1/192	28.51	
III. Howard Davis - 1/192	28.51	
IV. Shirley G. Davis - 1/192	28.51	

Forwarded

\$

\$ 4,211.06

6. Children of Mary Ligan, daughter,
who died 10/26/49, viz:

I. Leoma Frank - 1/192	28.50
II. Leslie Ligan - 1/192	28.51
III. Della Bowser - 1/192	28.51
IV. Vernal Marvel - 1/192	<u>28.51</u>

684.14

To Heirs of Jane Merson-Letts, daughter
of Edward Whitehead, viz:

1. Children of Frank Merson, son, viz:

I. Alphonso Merson - 1/192	28.50
II. Blanche Warner - 1/192	28.50
III. Theodore Merson - 1/192	28.50
IV. Howard Merson - 1/192	28.50
V. Elsie Bryan - 1/192	28.51
VI. William Merson - 1/192	28.51
VII. Agnes Edmondson - 1/192	28.51
VIII. Ruth Castle - 1/192	28.51

2. Cora Jane Phelps, daughter - 1/24 (con-
veyed to Henrietta Whitehead)3. Children of Thomas W. Letts, son,
who died 9/23/49, viz:

I. Robert E. Letts - 1/96	57.01
II. Kenneth W. Letts - 1/96	57.01
III. Mary Letts Conner - 1/96	57.01
IV. Annie L. Stewart - 1/96	<u>57.02</u>

456.09

To H. S. Clark, Register of Wills:

Collateral inheritance tax on 19/60
interest of Henrietta Whitehead

114.99

Direct inheritance tax on interests
of children of Thomas L. Whitehead
who died 12/30/36

6.84

121.83

Total

\$ 5,473.12

Matthew S. Evans and Ernest N. Cory, Jr., Trustees

Cr.

[illegible]

ORDER NISI

LIBER 104 PAGE 139

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

George H. Fitch,

et al

VERSUS

Richard Whitehead,

et al

No. 10,640

Equity.

ORDERED, This 19th day of April, 1957, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th

day of May next; Provided a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of three successive weeks before the

27th day of May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Richardson
Judge

FILED

1957 JUN 14 PM 3:44

1957 APR 17 PM 12:51

FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 14, 1957

We hereby certify, that the annexed

Order Nisi Eq. 10,640Auditor accountGeorge H. Fitch vs.Richard Whitehead

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 27thday of May, 1957. The firstinsertion being made the 25th day ofApril, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,640 Equity

GEORGE H. FITCH, et al

Vs.

RICHARD WHITEHEAD, et al

Ordered, this 18th day of April, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 27th
day of May next; Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 27th day of May next.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

M-9

FILEDNo. M. C. 11-1957-2 JUN 14 AM 11:55

118

BARBARA E. JACOBCHIK :
Guardian and Next Friend
of Wayne C. Huffman and : NO. 11,229 EQUITY
Gary T. Van Natten, infants :
Sterling, Virginia
COMPLAINANT

vs.

WAYNE C. HUFFMAN, infant :
GARY T. VAN NATTEN, infant :
Sterling, Virginia : IN THE
and :
FIRST FEDERAL SAVINGS AND : CIRCUIT COURT FOR
LOAN ASSOCIATION OF :
ANNAPOLIS, Maryland : ANNE ARUNDEL COUNTY
and :
HOBART M. O'DELL
Gambrills, Maryland :
RESPONDENTS

PETITION TO SELL REAL ESTATE

To the Honorable, the Judges of said Court:

The Petition of Barbara E. Jacobchik, by Childs and Bald, her Solicitors, respectfully represents unto your Honors:

1. That your Petitioner is the Guardian and next friend of the infant Respondents, Wayne C. Huffman and Gary T. Van Natten, having been so appointed by the Circuit Court for Loudoun County, Virginia, on the 22nd day of October 1954. Certified copy of said appointment is attached hereto marked "Complainant's Exhibit #1".

2. That the Respondents, Wayne C. Huffman and Gary T. Van Natten, are the minor children of Mary C. Van Natten, late of Anne Arundel County, deceased, who departed this life, intestate, in Leesburg, Virginia, on September 25, 1954.

3. That the Respondent, Wayne C. Huffman, was born March 17, 1938, the son of William C. Huffman and Mary C. Huffman, who later married one Van Natten, said William C. Huffman having been killed during World War Two; that the Respondent, Gary T. Van Natten, was born September 25, 1949, the son of Harry T. Van Natten, who was divorced from the said Mary C. Van Natten, in Ohio, in 1952. The whereabouts of the said Harry T.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 22, Mar 1955.

is unknown. Certified copy of divorce decree is filed herewith as "Complainants! Exhibit #2".

4. That at the time of her death, the said Mary G. Van Natten was seized and possessed of certain real estate in Anne Arundel County, which was conveyed to her by Hobart M. O'Dell, et al, by Deed dated August 28, 1950, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 586 folio 488. The Deed to said property is filed herewith marked "Complainants! Exhibit #3".

5. That the said property is subject to two mortgages, the first held by First Federal Savings and Loan Association of Annapolis, in the amount of \$3659.22, and the second by Hobart M. O'Dell in the amount of \$969.28; payments on the said mortgages are respectively \$60.00 and \$15.00 per month.

6. That your Petitioner and the infant Respondents now live together, at your Complainant's home in Sterling, Virginia, a considerable distance from the property which is the subject of this Petition. The improvements on the said property are now vacant and returning no income to the infant Respondents, although your Petitioner has earnestly endeavored to have the property rented.

7. That for the reasons hereinabove recited, a sale of the property would be to the benefit and advantage of the infant Respondents.

TO THE END, THEREFORE,

First, that a Trustee may be appointed to sell the property mentioned herein.

Second, that the proceeds from said sale may be transferred to your Petitioner for investment to the best advantage of the said infants under the jurisdiction and supervision of the Circuit Court for Loudoun County, Virginia.

Third, and for such other and further relief as your Petitioner's case may require.

Respectfully submitted.

Barbara E. Jacobchik
Barbara E. Jacobchik

CHILDS AND BALD

By Eugene M. Childs
Eugene M. Childs
Solicitors for Complainant

Fairfax
STATE OF VIRGINIA, COUNTY OF LOUDOUN, to wit:

I hereby certify that on this *4th* day of *March* 1955, before me, the subscriber, a Notary Public of the State of Virginia, in and for said County, personally appeared BARBARA E. JACOBCHIK and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

As witness my hand and seal Notarial.

Jane Elizabeth Baughman
Notary Public

G. H. Parent Co.
Ashland, Va. Form No. 312

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Loudoun:

I, J. T. Martz, Clerk of the Circuit Court of the County of Loudoun

do hereby certify that on the 22 day of October, 1954,
Barbara E. Jacobchik

duly qualified in my said Court as Guardian for Gary Thomas Van
Natten, infant under the age of 14 years

and gave bond as such according to law, which bond is still in full force and effect.

Given under my hand, this 6th day of December, 1954.

J. T. Martz, Clerk.

Complainant's Exhibit 1

Refiled 3 July 1955 Filed 22 1955

Examine Exhibit 1. 3
Jacobchik, etc. vs. Huffman, etc., et al.
No. 11, 279 Gmty
filed 6/21/55 CUC

State of Ohio,)
SUMMIT COUNTY,)

SS:

IN THE COURT OF COMMON PLEAS.

Case # 185,689

No. 11, 299 Equity

HARRY ALBERT Van NATTEN,
PLAINTIFF,

vs

MARY CATHERINE Van NATTEN,
DEFENDANT.

JOURNAL ENTRY.

(FILED: NOVEMBER 12th, 1952)

Now comes the plaintiff, the defendant having been lawfully served by publication, and having failed to appear, the Court finds her in default for answer and demurrer to said petition, and finds that the allegations thereof are confessed by her to be true. The Court also finds upon the evidence adduced that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for the year last past and had been a bona fide resident of Summit County for more than ninety days immediately preceding the filing of his petition, and that the parties hereto were married as set forth in said petition.

The Court further finds upon the evidence adduced, that the defendant has been guilty of Gross Neglect of Duty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ORDERED and ADJUDGED by the Court that the marriage contract heretofore existing between Harry A lbert VanNatten and Mary Catherine VanNatten, be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

The Court finds that the defendant was served by publication and that the same is in all respects legal and according to law and does hereby approve the same. No record.

Ray B. Watters, Judge.

Examine Exhibit h. 4
Jacobshild, et al. vs. Huffman, et al., et al.

h. 11, 299 Equity
filed 6/21/55

Refiled 5

July, 1955

-ALSO-

Examine Exhibit h. 4
Jacobshild, et al. vs. Seiger, et al.

h. 11, 298 Equity
filed 6/21/55

Filed 22, Nov. 1955

Complainant's Exhibit 2

Refiled 5 July, 1955

COURT OF COMMON PLEAS

County of Summit, State of Ohio

No. 185,689

HARRY ALBERT Van NATTEN,
AGAINST

MARY CATHERINE Van NATTEN,

CERTIFIED COPY

I, VERNE T. BENDER, Clerk of the Court
of Common Pleas, hereby certify that the
within is a true copy of the original.

JOURNAL ENTRY.

FILED NOVEMBER 12th, 19 52.

in the above entitled case

VERNE T. BENDER, Clerk

By *Letha Fayman* Deputy

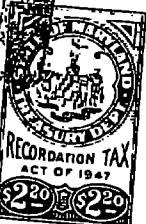
Certified FEBRUARY 7th, 19 55.

THIS DEED, made this 28th day of August, in the year Nineteen Hundred and fifty (1950), by and between Hobart M. O'Dell and Lora V. O'Dell, his wife, Paul M. O'Dell and Mary Winfred O'Dell, his wife, Laymon L. O'Dell and Edith Daphne O'Dell, his wife, parties of the first part, hereinafter called "GRANTORS"; and Mary C. Van Natten, party of the second part, hereinafter called "GRANTEE", all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEE, her heirs and assigns, in fee simple,

All that lot or parcel of land situate on Baldwin Avenue, off Defense Highway, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at an iron pipe set three feet off the east side of Baldwin Avenue (25 feet wide), as described in a conveyance from John Z. Baldwin to Frank N. Hasselberger and wife, by deed dated July 20, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 97, folio 410; said point being located North 04 degrees 56 minutes East, 225 feet along the west line of said conveyance from the southwest corner of the same and South 85 degrees East, 3 feet; and running from the beginning point so fixed and parallel to the south line of said conveyance, South 85 degrees East, 142.1 feet to a pipe; thence at right angles, South 05 degrees West, 100 feet to a pipe; thence at right angles and parallel to the first line of this description, North 85 degrees West, 141.97 feet to a pipe on the east side of Baldwin Avenue as now established 28 feet wide; thence with the new line of Baldwin Avenue, North 04 degrees 56 minutes East, 100 feet to the place of beginning, according to a plat and survey by J. R. McCrone, Jr., Surveyor, in August, 1950, a copy of said plat being attached hereto and intended to be recorded with this deed.



Being part of the property which was conveyed to the said Hobart M. O'Dell, Paul M. O'Dell, and Laymon L. O'Dell by Frank N. Hasselberger and Eva S. Hasselberger, his wife, by deed dated the 24th day of August, 1950, and intended to be recorded among the Land Records of Anne Arundel County prior to these presents.

TOGETHER with the buildings and improvements thereon, and all and every the rights, roads, ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the hereinbefore described property unto and to the proper use and benefit of the said GRANTEE, her heirs and assigns, in fee simple.

AND the said GRANTORS hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the said GRANTORS.

Hobart M. O'Dell (SEAL)
Hobart M. O'Dell

Lora V. O'Dell (SEAL)
Lora V. O'Dell

TEST, as to all:

Ruby W. Chaney
Ruby W. Chaney

Paul M. O'Dell (SEAL)
Paul M. O'Dell

Mary Winfred O'Dell (SEAL)
Mary Winfred O'Dell

Laymon L. O'Dell (SEAL)
Laymon L. O'Dell

Edith Daphne O'Dell (SEAL)
Edith Daphne O'Dell


LIBER 104 PAGE 148

BOOK 586 PAGE 490

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 28th day of August, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hobart M. O'Dell and Lora V. O'Dell, his wife, Paul M. O'Dell and Mary Winfred O'Dell, his wife, Laymon L. O'Dell and Edith Daphne O'Dell, his wife, and acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal,


Ruby W. Chaney
Ruby W. Chaney, Notary Public

Recorded-28th-Aug.-1950-at-3:00-P.M.

to Annapolis

BALDWIN

AVENUE

Former East side Baldwin
Ave. (25 wide) as deeded to
H. M. O'DELL.

New East side Baldwin
Ave. (to be 28' wide) 3
foot area to be reserved
for 3 foot sidewalk.

H. M.
O'DELL

23 FOOT ROAD

SUBDIVISION

SOUTHWESTERN PART OF LOT #1
-PART OF FRANK HASSELBERGER PROP.-
2ND ELEC. DIST., A. A. CO., MD.

for H. M. O'DELL

J. R. McCrone, Jr.
Annapolis, Md.

SCALE - 1" = 50'

DATE- 8/2/50

Complainant's Exhibit 3

*Filed 22 Mar. 1900.
Refiled 5 July, 1955.*

*Examiner Exhibit 1
Jacobelick, et. vs. Huffman, et., et al.
No. 11, 299 Equity
filed 6/2/55 are.*

RECORDED PAID TO DEED 31, 1955	Hobart M. O'Dell and Lora V. O'Dell, his wife, Paul M. O'Dell and Mary Winfred O'Dell, his wife, Laymon L. O'Dell and Edith Daphne O'Dell, his wife	TO	Mary C. Van Natten <i>Deed to M.C.</i>	Lot on Baldwin Ave., off Defense Highway, Second Election District, Anne Arundel County, Maryland.	RECORDED PLAT <i>935</i> <i>935</i> <i>Aug 23 3 12 PM 1900</i> <i>586 488</i> <i>John A. Hopkins 3rd</i>	GEORGE E. RULLMAN ATTORNEY AT LAW LEE BUILDING ANNAPOLIS, MD.
---	--	----	---	---	--	--

*I hereby certify that
the property named in
this deed has been trans-
ferred as provided by act
1920.*
Clarence E. Johnson,
Clerk

KW.

BARBARA E. JACOBCHIK
Guardian and Next Friend
of Wayne C. Huffman and
Gary T. Van Nattan, infants
Sterling, Virginia
COMPLAINANT

vs.

WAYNE C. HUFFMAN, infant
GARY T. VAN NATTAN, infant
Sterling, Virginia
and
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ANNAPOLIS, MARYLAND
and
HOBART M. O'DELL
Gambrills, Maryland
RESPONDENTS

NO. 11,299 EQUITY

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

ANSWER TO BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

First Federal Savings and Loan Association of Annapolis, a federal corporation and Hobart M. O'Dell, by George E. Rullman, Attorney, answering to the Bill of Complaint filed against it and him, respectfully show unto your Honors:

That these Defendants neither admit nor deny the allegations contained in the first, second and third paragraphs of said Bill of Complaint and call for strict proof thereof.

Answering the fourth paragraph of said Bill of Complaint, these Defendants say that they believe the allegations contained therein are true but call for proof thereof.

The First Federal Savings and Loan Association of Annapolis answering the allegations contained in the fifth paragraph of said Bill of Complaint, states that it is the holder of a first mortgage in the amount of \$3,659.22 as of December 15, 1954 and the defendant, Hobart M. O'Dell, admits that he is the holder of a second mortgage in the amount of \$969.20 as of December 31, 1954.

These Defendants answering the sixth and seventh paragraphs of said Bill of Complaint state that it and he have no knowledge to the allegations contained therein and call for strict proof thereof.

Filed 6 May, 1955

And having answered the Bill of Complaint filed against these defendants so far as they are advised is necessary for them so to do, pray to be dismissed with their reasonable costs, submitting their rights and interest to the protection of the Court.

Respectfully submitted,

George S. Tullman

Attorney for First Federal Savings and
Loan Association of Annapolis and
Attorney for Hobart M. O'Dell, Defendants

A copy of the above Answer was mailed to Eugene M. Childs, Attorney,
Annapolis, Maryland, on May 6, 1955.

George S. Tullman

BARBARA E. JACOBCHIK, etc.	:	NO. 11,299 EQUITY
Complainant	:	
vs.	:	IN THE
	:	CIRCUIT COURT FOR
WAYNE C. HUFFMAN, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	

PETITION TO APPOINT GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The petition of Barbar E. Jacobchik, by herSolicitors, Childs and Bald, respectfully represents unto your Honors:

That the Respondents hereto have been duly summoned;

That the First Federal Savings and Loan Association and Hobart M. O'Dell have filed their answer herein;

That the respondents, Wayne C. Huffman and Gary T. Van Nattan, have no legally appointed Guardian.

TO THE END, THEREFORE,

May it please your Honors to pass an Order, in these presents, appointing a Guardian ad litem to appear and answer on behalf of the said minor respondents.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs
Eugene M. Childs
SOLICITORS FOR COMPLAINANT

O R D E R

ORDERED this 21st day of June, 1955, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition, that George T. Crowley be, and he is, hereby appointed Guardian ad litem for the infant Respondents, Wayne C. Huffman and Gary T. Van Nattan, and he is directed to appear and file his Answer, in these presents, on behalf of the said infant Respondents.

Benjamin Michaelson
Benjamin Michaelson JUDGE

Filed 21 June, 1955.

BARBARA E. JACOBCHIK, etc.	:	NO. 11,299 EQUITY
Complainant	:	
vs.	:	IN THE
	:	CIRCUIT COURT FOR
WAYNE C. HUFFMAN, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

Now comes George T. Crowley, Guardian ad litem for Wayne C. Huffman and Gary T. Van Nattan, and as Answer to the Bill of Complaint against them presented says:

That the said Wayne C. Huffman and Gary T. Van Nattan being infants, they can neither admit nor deny the allegations of the Bill of Complaint against them presented, and he therefore submits the cause of said infants to the protection of this Honorable Court.

And having fully answered, your petitioner prays to be dismissed hence with his costs.

And as in duty, etc.

George T. Crowley
George T. Crowley, Guardian ad litem

17
Filed 21 June, 1955

BARBARA E. JACOBCHIK,	:	IN
Guardian and next friend of	:	
WAYNE C. HUFFMAN and GARY T.	:	THE CIRCUIT COURT
VAN NATTEN, infants	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
WAYNE C. HUFFMAN, infant,	:	
GARY T. VAN NATTEN, infant,	:	
ET AL.	:	NO. 11,299 Equity

.....

TESTIMONY ON BEHALF OF PLAINTIFFS

June 21, 1955

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiffs.
Mr. Chipman W. Cunningham, Examiner.
Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

William H. Riley, pages 2, 3.
Edward N. C. Bradley, pages 3, 4.
Barbara E. Jacobchik, pages 5, 6, 7.

18
2/5/55

William H. Riley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. William H. Riley, 211 N. Fort Meade Road, Linthicum Hts., Md.

2. What is your occupation?

A. Supervisor of Assessments for Anne Arundel County.

3. In your work, do you also appraise property in Anne Arundel County?

A. Yes, for private individuals and building associations.

4. Over what period of time have you appraised properties in Anne Arundel County?

A. Ten years.

5. Are you a qualified appraiser?

A. Yes, I have a certificate from the National Association of Assessing Officers.

6. At my request, did you appraise the property located on the Southeast side of the Defense Highway on Route 301, more particularly described in a deed from Hobart M. O'Dell, et al. to Mary C. Van Natten, dated August 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 586, folio 488?

A. I did.

(ORIGINAL DEED FILED AS COMPLAINANT'S EX. 3, MARKED EXAMINER'S EX. 1 AND FILED HERewith)

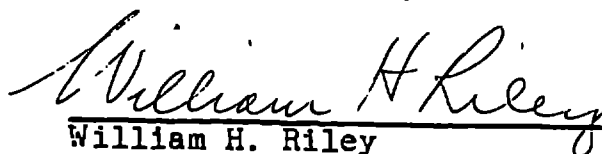
7. Would you please describe that property?

A. It is a lot 100 by 141 feet fronting on Baldwin Avenue on the Southeast side of the Defense Highway, improved by a frame bungalow with modern heating and plumbing. In my opinion the fair market value of this property is \$8,000.00.

8. Do you know whether or not this property is encumbered?
A. No I do not.
9. Was the property occupied when you were there?
A. No it was not.
10. Is the property susceptible of partition in kind without loss or injury to the parties in interest?
A. It would be impossible to divide the property.
11. Then would you say it would be to the best interest and advantage of the parties in interest to sell the property and divide the proceeds?
A. Yes.

(Mr. Cunningham)

To the General Question under the rule, the witness answers "No".


William H. Riley

Edward N. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?
A. Edward N. C. Bradley, 24 Crain Highway, Glen Burnie, Md.
2. What is your occupation?
A. Transfer Clerk for Anne Arundel County.
3. Do you appraise property in Anne Arundel County?
A. Yes.
4. What has been your experience in appraising property in Anne Arundel County?
A. I have appraised property in Anne Arundel County for private individuals and banks for about twelve years.

5. At my request, did you examine the real estate described in a deed from Hobart O'Dell, et al. to Mary C. Van Natten, dated August 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 586, folio 488?

A. I did.

6. Will you describe that property?

A. It is situated on Baldwin Avenue on the Southeast side of Defense Highway; it is a lot 100 by 141 feet with a frame bungalow and I value it at \$8,000.00.

7. In your opinion would this property be susceptible of partition in kind without loss or injury to the parties in interest?

A. No it cannot be divided.

8. Would you say it would be to be best interest and advantage of the parties in interest to sell the property and divide the proceeds?

A. It would be to the best interest of the parties to sell the property.

(Mr. Cunningham)

To the General Question under the rule, the witness answers "No".

Edward N. C. Bradley
Edward N. C. Bradley

Barbara E. Jacobchik, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. Barbara E. Jacobchik, Sterling, Loudoun County, Virginia.

2. Are you guardian and next friend of Wayne C. Huffman and Gary T. Van Natten?

A. I am.

3. I show you a paper and ask you to identify it?

A. It is my certificate of appointment as guardian for Wayne C. Huffman, from the Loudoun County Circuit Court.

(CERTIFICATE OF APPOINTMENT MARKED EXAMINER'S EX. 2
AND FILED HERewith)

4. I show you a paper that has been filed as Complainant's Ex. 1 with the petition in this case, and ask you if you can identify it?

A. That is my certificate of appointment as guardian for Gary T. Van Natten from the Circuit Court of Loudoun County, Va.

(CERTIFICATE OF APPOINTMENT AS GUARDIAN FOR GARY T. VAN NATTEN FILED AS COMPLAINANT'S EX. 1 MARKED EXAMINER'S EX. 3, AND FILED HERewith)

5. Who are Wayne C. Huffman and Gary T. Van Natten?

A. They are the children of Mary C. Van Natten, my deceased sister.

6. When did she die?

A. September 25, 1954.

7. Did she leave a Will?

A. No.

8. What is the date of birth of Wayne C. Huffman?

A. March 17, 1938.

9. Is his father living?

A. No.

10. Was he killed during the War?

A. Yes he was.

11. What is the date of birth of Gary T. Van Natten?

A. September 25, 1949.

12. Who are his parents?

A. Mary C. Van Natten and Harry A. Van Natten.

13. How did their marriage terminate?

A. By divorce.

14. Will you identify this paper which has been filed as
complainant's Ex. 2 with the petition in this case?

A. It is a certified copy of the divorce decree of Mary C.
Van Natten, deceased.

(CERTIFIED COPY OF DIVORCE DECREE FILED AS COMPLAINANT'S
EX. 2 MARKED EXAMINER'S EX. 4 AND FILED HERewith)

15. Do you know the present whereabouts of Harry A. Van Natten?

A. No I do not.

16. Did Mary C. Van Natten own any property at the time of her
death?

A. A house and lot on Defense Highway, Anne Arundel County.

17. Has it been properly described by Mr. Riley and Mr. Bradley?

A. Yes.

18. Is that property subject to any incumbrances?

A. There is a \$75.00 a month note, \$60.00 to First Federal
Savings and Loan Association and \$15.00 to Hobart O'Dell.
There is a note of \$9.55 with American Security and Trust
Company.

19. What is the balance on that note?

A. About \$240.00.

20. Where do you live?

A. Sterling, Virginia.

21. How far are you from the property in question?

A. Fifty miles.

22. Is the property occupied?

A. No.

23. Are you attempting to rent it?

A. I had it rented and the people moved out and since I am living in Virginia, I couldn't attend to getting it rented.

24. Has the matter of payments due on the property been a problem to you?

A. Yes it has.

25. Have you been compelled to spend any of your own money to meet payments?

A. Yes.

26. Does the estate of your sister owe you any money for the payments you have made?

A. Yes.

27. How much?

A. \$50.00.

28. Can you produce vouchers to prove your claim?

A. Yes.

29. Is it your wish that the property be sold and the proceeds divided among the parties in interest as their interests may appear?

A. Yes.

30. Do you think it will be to the best interest and advantage of the infants involved in these proceedings to sell the property?

A. Yes, I think the property should be sold, or the bank will foreclose on it and the children will have nothing, since I am not able to keep up the payments.

(Mr. Cunningham)

To the General Question under the rule, the witness answers "No".

Barbara E. Jacobchik
Barbara E. Jacobchik

*in the
estate
children may
have
50.00
2/17/78
J. L. C.*

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this 5th day of July, 1955.

Chapman W. Cunningham
Chapman W. Cunningham, Examiner (SEAL)

C.W.C. \$10.00

K.H.McC. \$7.00

Kuc Pd. 4/21/55

G. H. Parent Co. Form No. 312
Ashland, Va.

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Loudoun

I, J. T. Martz, Clerk of the Circuit Court of the County of Loudoun

, do hereby certify that on the 22 day of October, 1954, Barbara E. Jacobchik

duly qualified in my said Court as Guardian for Wayne Curtis Huffman Infant over the age of 14 years

and gave bond as such according to law, which bond is still in full force and effect.

Given under my hand, this 6th day of December, 1954.

J. T. Martz
Clerk



Filed 5 July, 1955
Examiner's Office
Jacobchik, etc. vs. Huffman, etc., et al.
In 11,299 Equity
filed 6/21/55 enc.

BARBARA E. JACOBCHIK, etc. : NO. 11,299 EQUITY
 Complainant :
 vs. : IN THE
 WAYNE C. HUFFMAN, et al : CIRCUIT COURT FOR
 Respondents : ANNE ARUNDEL COUNTY

DECREE

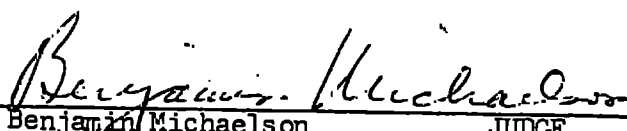
This cause having been submitted for Decree, the proceedings herein were read and considered. It appearing that the best interests of the minor Respondents herein would be served by a sale of the property involved in these presents,

It is thereupon, this 26th day of July, 1955, ADJUDGED, ORDERED and DECREED that the property described in these proceedings be sold, and EUGENE M. CHILDS is hereby appointed Trustee to convey all of the right, title and interest of the parties hereto, in accordance with the following terms and provisions:

Said Trustee shall first file, with the Clerk of this Court, a bond to the State of Maryland, executed by him and a surety or sureties, to be approved by this Court, in the penalty of Eighty-five Hundred Dollars (\$8500.00) conditioned for the faithful performance of the trust in him reposed by this Decree, or to be reposed in him by any further Decree or Order in these premises. He shall then proceed to make the sale of the property herein described, giving at least three weeks notice by advertisement published in Anne Arundel County, and such other notice as he may think proper of the time, place and manner of the sale, the terms of which shall be as follows: a deposit of 10% of the purchase price to be paid, in cash, on the day of sale, deferred payment to bear interest at the rate of 6% per annum from day of sale; and if the

Filed 26 July, 1955.

property is not sold at public sale, on the day so advertised, the Trustee shall proceed to make sale at either private or public sale, to the best advantage, and upon the terms as herein above set forth. As soon as may be convenient after said sale, the said Trustee shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on ratification of such sale, by the Court, and upon the payment of the whole purchase money, and not before, the Trustee shall, by good and sufficient deed to be executed and acknowledged, according to law, convey to the purchaser or purchasers of the said property, his, or their heirs and assigns, the property to him or them sold, free, clear and discharged of all claims of the parties hereto, complainant and respondents, and all those claiming by, from, or under them, or any of them; and the Trustee shall bring into this Court the money arising from said sale, or sales, to be divided among the parties hereto, as their interest shall then appear, under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee, as this Court shall find proper to allow in consideration of the skill, attention and fidelity where-with said Trustee shall appear to have discharged his trust.


 Benjamin Michaelson JUDGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Eugene M. Childs

as principal,
and Hartford Accident and Indemnity Company a corporation of the State of
Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of Eight thousand, five hundred and 00/100 (\$8,500.00) Dollars,
current money, to be paid to the State of Maryland, or its certain attorney; to which payment
well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs,
Suecessors and Assigns, Exeentors and Administrators, jointly and severally, firmly by these
presents. Sealed with our seals, and dated this 27th day of July
in the year of our Lord one thousand nine hundred and fifty-five

WHEREAS, the above bounden Eugene M. Childs
by virtue of a decree of the Honorable the Judges of the Orphans' Court of Anne Arundel County, has
been appointed trustee to sell real estate

mentioned in the proceedings in the case of Barbara E. Jacobshick etc.

vs.

Wayne C. Huffman et al

now pending in said Court.

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs

do and shall well and faithfully perform the trust reposed in him by said decree, or
that may be reposed in him by any future decree or order in the permises, then the
above obligation to be void; otherwise to be and remain in full foree and virtue in law.

Signed, sealed and delivered
in the presence of

Betty Lee Hance

State of Maryland, Anne Arundel County, set.:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character
and deseription that are or may be required to be filed in the Orphans' Court of Anne Arundel County,
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney
in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
shall remain in full foree and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19

ATTEST:

By: Vice-President

Assistant Secretary

I HEREBY CERTIFY that the above is a eorreet and true copy of the original power of
attorney, , 19

approved this 1 Aug, 1955.
George T. Cromwell, Clerk
Filed 1 Aug, 1955.

BARBARA E. JACOBCHIK, et al

*

IN THE CIRCUIT COURT

*

FOR

vs.

*

ANNE ARUNDEL COUNTY

WAYNE C. HUFFMAN, et al

*

NO. 11,299 EQUITY

*

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eugene M. Childs, Trustee in the captioned cause, respectfully represents:

That on Tuesday, October 18, 1955, at eleven o'clock A. M., he offered for sale at public auction the property described in the attached handbill, marked "Trustee's Exhibit 1". However, the offers at the sale being insufficient even to satisfy the outstanding liens against the property, he rejected the bids and stopped the sale.

Thereafter, he has attempted to sell the property at private sale through the efforts of himself, the complainant Guardian, and several private realtors. The property has remained mostly unproductive of income, save for a short time when it was rented on a month to month basis.

Your Petitioner has recently been tendered a contract by Thomas F. Halley, Realtor, with one Robert J. Schlesinger, calling for the sale of the real estate for the price of Eight Thousand Dollars (\$8,000.00). They buyer is willing to pay Two Hundred Dollars (\$200.00), and has secured a first mortgage of Four Thousand Eight Hundred Ten Dollars (\$4,810.00). The balance of the purchase money must be assumed by the Guardian, and Buyer proposes to pay Eighteen Dollars and Twenty Cents (\$18.20) monthly thereon to include interest at six percent (6%). The right of prepayment is to be extended the Buyer. Copy of proposed contract is attached hereto and marked "Trustee's Exhibit 2".

Your Petitioner believes that it will be to the best interest of the minor Respondents hereto that this sale be ratified in that it will

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enable said infants to receive greater benefits from the sale than the property now affords them.

Respectfully submitted,

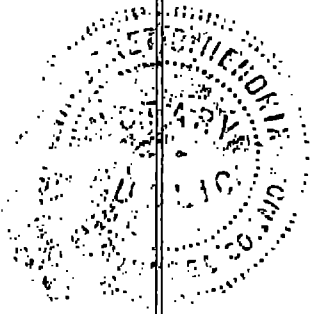
Eugene M. Childs
Eugene M. Childs, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Trustee, and made oath in due form of Law that the matters alleged in the foregoing Report of Sale are true, and further that the sale as reported is fairly made.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix
Margaret B. Hendrix, Notary Public



TRUSTEE'S SALE

— OF VALUABLE —

Improved Residential Property

ON SOUTHEAST SIDE DEFENSE HIGHWAY NEAR ROUTE 301

By virtue of a decree passed on July 26, 1955, in the case entitled Barbara E. Jacobchik, etc., Complainant vs. Wayne C. Huffman, et al, Respondents, No. 11,299 Equity, in the Circuit Court for Anne Arundel County, Eugene M. Childs, Trustee, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, OCTOBER 18th, 1955

AT 11 O'CLOCK A.M.

All that parcel of land situate, lying and being on the Southeast side of Defense Highway near Route 301, in the Second Election District of Anne Arundel County, Maryland, described as follows: beginning for the same at an iron pipe set 3 feet off the east side of Baldwin Avenue (25 feet wide), as described in a conveyance from John Z. Baldwin to Frank N. Hasselberger and wife, by deed dated July 20, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 97, folio 410; said point being located North 04° 56' East 225 feet along the west line of said conveyance from the southwest corner of the same and South 85° East, 3 feet and running from the beginning point so fixed and parallel to the south line of said conveyance, South 85° East 142.1 feet to a pipe; thence at right angles and parallel to the first line of this description, North 85° West, 141.97 feet to a pipe; thence at right angles, South 05° West, 100 feet to a pipe; thence at right angles and parallel to the first line of this description, North 85° West, 141.97 feet to a pipe on the east side of Baldwin Avenue as now established 28 feet wide; thence with the new line of Baldwin Avenue, North 04° 56' East, 100 feet to place of beginning, according to a plat and survey by J. R. McCrone, Jr., Surveyor, in August 1950; being the same property conveyed to Mary C. Van Natten by Hobart M. O'Dell, et al, by deed dated August 28, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. 586, folio 488.

This property is improved by five room and bath bungalow, concrete foundation, asbestos shingles, unfinished attic, oil floor furnace, no cellar.

TERMS OF SALE: A deposit of 10% of the purchase money will be required on day of sale; deferred payment to bear interest at rate of 6% per annum from date of sale to date of settlement. Taxes, insurance and other public charges, if any, will be adjusted to date of sale.

Trustee reserves the right to withdraw the property from sale if bids prove insufficient.

For further particulars inquire of the undersigned.

EUGENE M. CHILDS, Trustee,
Childs and Bald
192 Duke of Gloucester Street,
Annapolis, Maryland

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1957 JAN -3 PM 3:49

TRUSTEE'S EXHIBIT 1

BARBAR E. JACOBCHIK etc. : NO. 11,299 EQUITY
Complainant :
vs. : IN THE
WAYNE C. HUFFMAN, et al : CIRCUIT COURT FOR
Respondents : ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE and CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from Eugene M. Childs, Trustee, the property described in the advertisement attached hereto, for the sum of

_____ and I (we) agree to comply with the terms of the sale, as set forth therein.

As witness my (our) hand(s) and seal(s) this 18th day of October, 1955.

Test: _____ (SEAL)
_____ (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Trustee, the property described in the advertisement attached hereto to _____

_____ at and for the sum of _____ he (they)

being at that price the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 18th of October 1955.

_____ (SEAL)
George W. Scible Auctioneer

Purchaser

TRUSTEE'S EXHIBIT 2

THOMAS F. HALLEY

Realtor

5111 1/2 Berwyn Road
College Park, Md.
9-6328

SALES CONTRACT-MARYLAND

LANHAM, MD.

AP 7-8300

December 26, 1956

Received from

Robert J. Schlesinger

a deposit of Two hundred and no/100 (\$ 200.00) to be applied as part payment of the purchase of ~~lot~~ in Square ~~with improvements thereon known as~~ the Mary Van Natten Property located on Baldwin Ave., Gambrills, Anne Arundel County in the State of Maryland, upon the following terms of sale:

Total price of property

Eight thousand and - - - - - 00/100 Dollars (\$ 8000.00)

The purchaser agrees to pay

Two hundred and - - - - - 00/100 Dollars (\$ 200.00)

cash at the date of conveyance, of which sum this deposit shall be a part.

The purchaser is to ~~execute, give, place, take title subject to~~ a first deed of trust secured on the premises of

Four thousand, eight hundred ten and - - - - - 00/100 Dollars (\$ 4810.00)

due 19, bearing interest at the rate of six (6%) per cent per annum, payable Fifty-one dollars and eighty cents (\$51.80) per month including interest and principal.

Purchaser has the privilege of accelerating any or all payments.

Included in the purchase price are electric refrigerator and electric stove now on the premises. SEE REVERSE SIDE

The balance of deferred purchase money is to be secured by a Second deed of trust on said property, to be paid in monthly installments of eighteen and 20/100 Dollars (\$ 18.20) or more, including interest at the rate of six (6%) per centum per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and said declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within 30 days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of

Thomas F. Halley

(Name of Broker)

or at the Title Company searching the title, and deposit with the Title Company or with

Thomas F. Halley

(Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows

24 hours after settlement

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notices to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to

Thomas F. Halley

(Name of Broker)

his agent, a commission amounting to \$ 5% and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by Thomas F. Halley (Name of Broker) until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

20 [Signature]
Agent.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Property is to be conveyed in the name of

Robert J. Schlesinger
Purchaser.

December 26, 1956

Seller.

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19

Wife of Seller.

IT IS FURTHER AGREED THAT:

Terms of this contract are subject to approval by the Circuit Court for Anne Arundel County, Maryland. If such approval is denied, this sale is declared null and void, and deposit will be refunded to the Purchaser.

Robert J. Schlang

Sales Contract
MARYLAND

REAL ESTATE

BETWEEN

AND

Purchaser

Owner

19

THOMAS F. HALLEY

Realtor

LANHAM, MD.

AP 7-8300

34A

BARBARA E. JACOBCHIK, et al

vs.

WAYNE C. HUFFMAN, et al

*

*

*

*

*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,299 EQUITY

* * * * *

ORDER

ORDERED this 5th day of January, 1957, by the Circuit Court for Anne Arundel County, in Equity, that the sale upon the terms set forth in the Trustee's Exhibit 2 as heretofore reported by Eugene M. Childs, Trustee, be, and it is hereby, ratified and confirmed unless cause to the contrary be shown on or before the 11th day of February next; provided a Report of Sale be inserted in some daily newspaper printed in Anne Arundel County, Maryland, once in each of three successive weeks on or before the 11th day of February next.

Matthew S. Evans
Judge

FILED

1957 JAN -5 AM 11:57

BARBARA E. JACOBCHICK, et al

versus

WAYNE C. HUFFMAN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,299

Equity

Ordered, this 7th day of January, 19 57, That the sale of the property in these proceedings mentioned made and reported by EUGENE M. CHILDS, TrusteeX,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of February next.

The report states that the amount of sales was \$8,000.00

Filed 1957 Jan. 7
A.M. 11:48

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

BARBARA E. JACOBCHICK, et al

versus

WAYNE C. HUFFMAN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of February, 1957, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall procure vouchers for the Auditor.

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Benjamin Michaelides Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,299 Equity
BARBARA E. JACOBCHIK, et al
Vs.

WAYNE C. HUFFMAN, et al.
Ordered, this 7th day of January,
1957, That the sale of the property in
these proceedings mentioned made and
reported by EUGENE M. CHILDS,
Trustee, BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
thereof be shown on or before the 11th
day of February next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 11th day of February
next.

The report states that the amount of
sale was \$8,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST.

GEORGE T. CROMWELL, Clerk.

J-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 11,299
Sale

Barbara E. Jacobchik

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 11th

day of February, 1957. The first

insertion being made the 10th day of

January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 9855
957 FEB 14 PM 3:05

87

In the Case of

Barbara E. Jacobohik,
Guardian, etc
VS.
Wayne C. Huffman
and
Gary T. Van Natten, infants, et al

In the
Circuit Court

For
Anne Arundel County
No. 11,299 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 18, 1957

All of which is respectfully submitted.

Laura K. Dickling
Auditor

All of which is respectfully submitted.

FILED

1957 APR 23 AM 9:56

Auditor.

Dr. Barbara E. Jacobchik, Guardian, etc vs. Wayne C. Huffman and in ac.
Gary T. Van Natten, infants, et al

To Trustee for Commissions, viz:	270 00	270 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Defendants' Solicitors' appearance fee	10 00	
Clerk of Court - Court costs	62 75	
Jos. W. Alton, Jr. - Sheriff's costs	7 25	
George J. Crowley - Guardian ad litem's fee	4 00	
Chipman W. Cunningham - Examiner's fee	10 00	
Katharine H. McCutchan - Stenographer's fee	7 00	
Auditor - stating this account	36 00	147 00
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	47 56	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	8 79	
Hartford Accident & Indemnity Co. - 1955 and 1956 bond premiums	68 00	
George W. Scible - auctioneer's fee	10 00	
C. F. Lee & Co. - fire insurance premium from 8/28/56 to 3/8/57	21 55	
Clerk of Court - certified copy of deed	2 25	
Thomas F. Halley - broker's commissions	400 00	
Copy of amortization schedule	1 00	
One-half Federal documentary stamps	4 40	
One-half State documentary stamps	4 40	
Margaret B. Hendrix - notary fee	50	582 45
To Trustee for Taxes, viz:		
1957 State and County taxes (\$68.94) adjusted to 2/13/57	8 62	8 62
To Trustee for Claims Filed against Estate of Mary C. Van Natten (Order of 4/12/57), viz:		
Capital-Gazette Press - notice to creditors	8 00	
Maryland Casualty Co. - 1954 and 1955 bond premiums	20 00	
Wm. H. Riley and Edward N. C. Bradley - appraisers' fees	30 00	
Register of Wills - Court costs	12 60	
C. F. Lee & Co. - vacancy permit	2 56	
Jane A. Bready - Christian Science Treatments	84 00	157 16

BALANCE FOR DISTRIBUTION - \$ 6,834.77

Distributed to Children of Mary C. Van Natten, who died 9/25/54, viz:

To Wayne C. Huffman, son -
 one-half \$ 3,417.38
Less direct inheritance tax 34.17

3,383 21

To Gary T. Van Natten, son -
 one-half \$ 3,417.39
Less direct inheritance tax 34.18

3,383 21

To H. Stanley Clark, Register of Wills -
 total direct inheritance tax

68 35

6,834 77

8,000 00

with

Eugene M. Childs, Trustee

Cr.

1957

Feb. 13

Proceeds of Sale

(Contract dated 12/26/56)

8,000 00

8,000 00

8,000 00

1957 APR 23 AM 10:45

ORDER NISI

LIBER 104 PAGE 173

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Barbara E. Jacobchik,
Guardian, etc.
VERSUS
Wayne C. Huffman
and
Gary T. Van Natten, Infants,
et al

No. 11,299

Equity.

ORDERED, This _____ day of April, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd
day of June 1957 next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
3rd day of June 1957 next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin M. Michaelson
Judge

FILED

No. _____

Equity.

1957 JUN -7 PM 3:55

ORDERED, This _____ day of _____, 19____, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,200, Equity
BARBARA E. JACOBCHIK, Guardian,
etc.

Versus

WAYNE C. HAUFFMAN AND
GARY T. VANNATTEN, Infants, et al
Ordered, this 23rd day of April, 1957,
That the Report and Account of the
Auditor, filed this day, in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 3rd
day of June, next. Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 3rd day of June next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
M-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,200
Auditor account

Barbara E. Jacobchik

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 3rd

day of June, 1957. The first

insertion being made the 2nd day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1957 JUN 7 PM 2:15
1957 JUN 7 PM 2:15

412

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIAM KENNETH NESLEIN

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

11. 75. Equity

Mr. Clerk:

Please docket the above entitled suit and file among the papers
the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said William Kenneth Neslein to Baltimore Federal Savings and Loan Association, dated May 28th, 1954 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 838 folio 167.

Walter S. Calwell

Walter S. Calwell

Attorney Named in Mortgage

FILED

1957 JAN -3 AM 10:20

LIBER 104 PAGE 182
MORTGAGE

#11981 Equity

THIS MORTGAGE, made this 28th day of May, A. D. 1954, by
WILLIAM KENNETH NESLEIN

of Anne Arundel County, in the State of Maryland; hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
TEN THOUSAND AND No/100ths Dollars (\$10,000.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one half per centum ($4\frac{1}{2}\%$) per annum until paid, principal and interest being
payable at the office of the said Mortgagee, in

Baltimore City, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of

Fifty-five and 59/100ths Dollars (\$ 55.59), commencing on the first day of
June, 1954, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of May, 1979. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 22 on the Plat of Belvedere Heights, which Plat is
dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on
March 13, 1953 in Cabinet 4, Rod G-5, Plat No. 6.

BEING the same lot of ground which by Assignment of even date herewith and recorded or
intended to be recorded among the Land Records of Anne Arundel County immediately prior
hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagor herein.

Exhibit "A"

FILED

* Delete italicized words if Mortgagee is not a building and loan association.

1957 JAN -3 AM 10:20

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Edmund M. Ward
EDMUND M. WARD

William Kenneth Neslein [SEAL]
William Kenneth Neslein

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit:

LIBER 838 PAGE 171

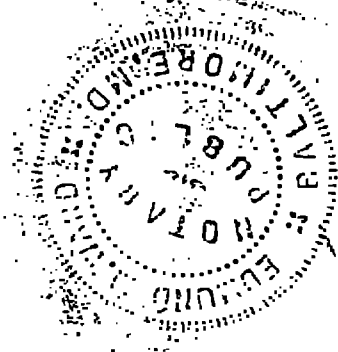
I HEREBY CERTIFY, That on this 28th day of May, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Kenneth Neslein ~~and Walter S. Calwell~~, the above named Mortgagors, and ~~Walter S. Calwell~~ he acknowledged the foregoing mortgage to be his ~~act.~~ act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Edmund M. Ward
EDMUND M. WARD
Notary Public

Recorded-10th-June-1954-at-2:30-P.M.



Application No. 33230

Written by *[Signature]*

Approved by *[Signature]*

Ready for Record

STATE OF MARYLAND

Mortgage

FROM

WILLIAM KENNETH NESLEIN

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record June 19, 1954, at 2:30 o'clock P.M.
Same day recorded in Liber 838 Folio 167 &c.,
No. 838 one of the Land Records of A. A. Co.

and examined per

John H. Hopkins Clerk.

Cost of Record, \$ 9.00 Paid

U. S. GOVERNMENT PRINTING OFFICE 16-49880-4

MILITARY AFFIDAVIT

Docket 16 folio 392
11981 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day
of December 1956 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared **Walter S. Calwell**
and made oath in due form of Law that the Defendant
William Kenneth Neslein
against whom foreclosure proceedings were instituted is
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that he has not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
he is not member of the Enlisted Reserve Corps, and has
not been ordered to report for service therein, that

~~the above named person is~~ and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED

1957 JAN -3 AM 10:20



WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM KENNETH NESLEIN

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

No. 11,981 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from William Kenneth Nesleinto Baltimore Federal Savings and Loan Associationdated the 28th day of May, 1954, and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No. 838 Folio 167Amount of Mortgage \$10,000.00Less - amount paid on principal 357.479,642.53Plus - interest to 2/14/57 487.1510,129.68Plus - overdraft in expense account 315.7910,445.47

CITY

STATE OF MARYLAND, ~~EQUITY~~ OF BALTIMORE, Sct.I HEREBY CERTIFY, that on this 13th day of February in the
year nineteen hundred and fifty-seven, before me, the subscriber a Notary Publicof the State of Maryland, in and for said City
of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore
Federal Savings and Loan Association, holder of the Mortgagein the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

1957 FEB 14 AM 9:14

FILED

LIBER

9 PAGE

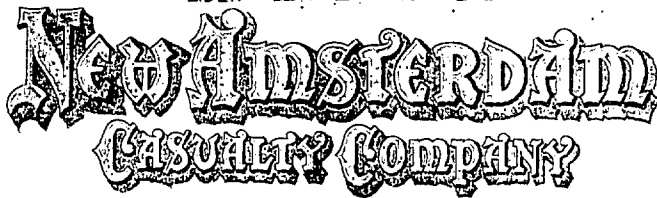
7

LIBER

104

PAGE 188

226719



227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

No. 11981 Equity

Know All Men by These Presents:

That we.....Walter S. Calwell.....Baltimore Federal Building,.....Baltimore, Md.....
.....as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
TEN THOUSAND, FIVE HUNDRED AND 00/100 (\$10,500.00) - - - - - Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this.....11th.....
day of.....February.....in the year nineteen hundred and.....fifty-seven.....

Whereas, the above bounden.....Walter S. Calwell.....

by virtue of the power contained in a Mortgage from.....William Kenneth Neslein
to the Baltimore Federal Savings & Loan Association
bearing date the.....28th.....day of.....May.....nineteen hundred and.....fifty-four.....
and recorded among the.....Land.....Records of.....Anne Arundel.....County, in Liber.....J.H.R.
No.....838....., Folio.....167....., and.....

Lot 22 Belvedere Heights Anne Arundel
is about to sell the land and premises described in said Mortgage/default having been made in the payment of Co. Md.
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in.....him.....under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)

Attest:

Clara M. Smith
Alvin E. Leroy

Assistant Secretary - Alvin E. Leroy

NEW AMSTERDAM CASUALTY COMPANY

By.....*G. Lee Burgess*.....Vice-President - G. Lee Burgess

FILED

1957 FEB 14 AM 9:14

Bond approved this 14th day of February, 1957

George A. Cromwell Clerk

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 WILLIAM KENNETH NESLEIN : ANNE ARUNDEL COUNTY
 : (In Equity)

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
 Named in Mortgage, dated May 28th, 1954 and recorded among the Land
 Records of Anne Arundel County in Liber J.H.H. No. 838 folio 167
 from said William Kenneth Neslein

to the Baltimore Federal Savings and Loan Association, which
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
 faithful discharge of his trust, which was duly filed and approved,
 and having given notice of the time, place, manner and terms of sale by
 advertisement inserted in "The Maryland-Gazette"
 advertisement inserted in "The Jeffersonian" a newspaper published
 Anne Arundel
 in Baltimore County, for more than three successive weeks preceding
 the day of sale, Walter S. Calwell, Attorney, under and by virtue
 of the power and authority contained in said Mortgage (after default
 having occurred thereunder) did, pursuant to said notice, on the
 14th day of February, 1957 at 2:45 o'clock P.M.,
 attend on the premises and then and there sold the
 Anne Arundel
 property situate, lying and being in Baltimore County
 being known as Lot No. 22 on the Plat of Belvedere Heights, which Plat
 is dated February, 1953 and was recorded among the Land Records of Anne
 Arundel County in Cabinet No. 4, Rod G-5, Plat No. 6, more particularly
 and at length described in the aforementioned Mortgage and in the attached
 advertisement of sale.

Five
 BY TERMS OF SALE, a cash deposit of ~~Five~~ Hundred
 (\$500.00) Dollars was required of the purchaser at the time and
 place of sale and taxes and other expenses, including Metropolitan
 Sanitary and District liens, if any, be adjusted to day of sale.

FILED

1957 FEB 19 AM 9:14

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four (\$84.00) Dollars, at and for the sum of Eighty-five Hundred fifty (\$8550.00) Dollars, said purchaser being then and there the highest bidder.

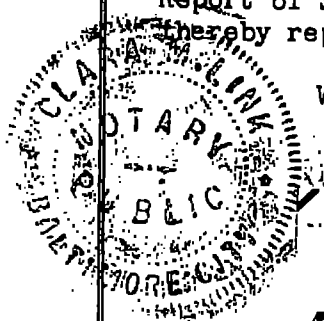
Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of February, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Clara M. Link

Clara M. Link - Notary Public

Attorney's Sale
OF VALUABLE
LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Kenneth Nestlen to Baltimore Federal Savings and Loan Association, dated May 28th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 838 folio 107 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY
FEBRUARY 14th, 1957
at 2.45 P.M.

all that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, Maryland, and described as follows:-

Being known and designated as Lot No. 22 on the Plat of Belvedere Heights, which Plat is dated February, 1953, and duly recorded among the Land Records of Anne Arundel County in Cabinet 4 Rod G-5, Plat No. 6.

Subject to the payment of an annual ground rent of \$84.00, and to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements whereon consist of 1½ story brick and frame, one family bungalow, containing 4 rooms, bath, hot water radiant panel, oil fired heat.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
WILLIAM KENNETH NESLEIN

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,981 Equity

Ordered, this 19th day of February, 1957, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney Named in Mortgage ~~XXXXXX~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of March next.

The report states that the amount of sales ~~was~~ was \$8550.00

Filed 1957 Feb. 19
11:00 A.M.

True Copy.

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
WILLIAM KENNETH NESLEIN

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of March, 1957, that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same ~~Trustee~~ ^{attorney} hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 MAR 27 PM 1:46

Matthew L. Evans

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., March 15, 1957

We hereby certify, that the annexed _____

Order Nisi - Sale - E.g. 11,981William Kenneth Neslein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 25thday of March, 1957. The firstinsertion being made the 21st day ofFebruary, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M.G. 10608 1957-MAR 22 PM 2:38By Marie Tate**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,081 EquityWALTER S. CALWELL, Attorney
Named in Mortgage

Vs.

WILLIAM KENNETH NESLEIN

Ordered, this 10th day of February, 1957, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney, Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of March next.

The report states that the amount of sale was \$8,550.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-14

In the Case of

Walter S. Calwell.

Attorney named in Mortgage

VS.

William Kenneth Neslein

In the

Circuit Court

For

Anne Arundel County

No. 11,981

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 6, 1957.

All of which is respectfully submitted.

Laura R. Pickling
Auditor.

Auditor.

FILED

1957 MAY -7- PM 2:42

Dr.

Walter S. Calwell, Astorney named in Mortgage vs.
William Kenneth Neslein

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	288	34	338	34
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	42	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	129	67
To Attorney for Taxes and Ground Rent, viz:				
1957 State and County taxes - adjusted	15	07		
Semi-annual ground rent (\$42.00) due				
11/9/55 - adjusted to 2/14/57	22	15	37	22
To Attorney for Benefit Charges, viz:				
1957 water and sewer benefit charges				
adjusted to 2/14/57	3	66	3	66
To Baltimore Federal Savings & Loan Ass'n,				
mortgagee - this balance on account				
mortgage claim	8,050	88	8,050	88
			8,611	27
Amount of mortgage claim filed	10,445	47		
Cr. Amount allowed above	8,611	27		
Balance subject to decree in personam	1,834	20		

Walter S. Calwell, Attorney named in Mortgage

Cr.

Feb.

14

Proceeds of Sale

8,550 00

Interest on deferred payment to

3/27/57

61	27
----	----

8,611 | 27

8.611	27
-------	----

ORDER NISI

LIBER 104 PAGE 190

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage
VERSUS

William Kenneth Neslein

No. 11,981

Equity.

1957 MAY -7 PM 2:42
ORDERED, This 7 day of May, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17
day of June next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
17 day of June next.

George I. Brown, Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED

1957 JUN 18 PM 3:18

Matthew S. Evans
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 6, 1957

We hereby certify, that the annexed -----

Order Nisi Eq. 11-981
Auditor accountWilliam Kenneth Neslein

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 17thday of June, 1957. The firstinsertion being made the 16th day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. ----- 1957 JUN -7 AM 10:30 By N. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY -

No. 11,981 Equity

WALTER S. CALWELL, Attorney
Named in Mortgage

Vs.

WILLIAM KENNETH NESLEIN

Ordered, this 7th day of May, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 17th
day of June next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel Coun-
ty, once in each of three successive
weeks before the 17th day of June
next.GEORGE T. CROMWELL, Clerk
True Copy. TEST:GEORGE T. CROMWELL, Clerk
M-30

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RAYMOND F. WILSON AND
MARGARET J. WILSON, his wife

: IN THE CIRCUIT COURT

: FOR

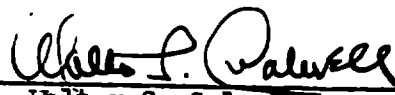
: ANNE ARUNDEL COUNTY

: (In Equity)
No. 11,990

Mr. Clerk:

Please docket the above entitled suit and file among the
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Raymond F. Wilson
and Margaret J. Wilson, his wife to Baltimore
Federal Savings and Loan Association, dated
February 18th, 1955 and recorded among the Land
Records of Anne Arundel County in Liber J.H.H.
No. 905 folio 175.



Walter S. Calwell
Attorney Named in Mortgage

FILED
1957 JAN 15 AM 9:23

No. 11, 990
Equity

MORTGAGE

THIS MORTGAGE, made this 18th day of February, A. D. 19 55, by
and between RAYMOND F. WILSON and MARGARET J. WILSON, his wife,

of the City of Baltimore, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
SEVEN THOUSAND FOUR HUNDRED AND FIFTY Dollars (\$ 7,450.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one-half per centum ($4\frac{1}{2}$ %) per annum until paid, principal and interest being
payable at the office of the said Mortgagee, in
Baltimore City Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of
Forty-one and $\frac{42}{100}$ ths Dollars (\$41.42), commencing on the first day of
March 1955, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of February 19 80. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same on the southernmost side of Creswell Road (30 feet wide) at
the distance of 150 feet westerly from the west side of Upland Road (30 feet wide)
thence running westerly on the south side of Creswell Road 50 feet thence running
south 3 degrees 42 minutes west 100 feet thence running easterly parallel with
Creswell Road 50 feet thence running northerly 3 degrees 42 minutes east 100 feet
to the place of beginning. Being Lots Nos. 67 and 68 Section "P" Arundel Gardens
recorded among the Plat Records of Anne Arundel County in Cabinet 2 Rod D-9 Plat 348
(now in Plat Book 15 folio 5). The improvements whereon are known as No. 305
Cresswell Road.

BEING the same lot of ground which by Assignment dated of even date herewith and
recorded or intended to be recorded among the Land Records of Anne Arundel County
immediately prior hereto was granted and assigned by The Sanford Construction Company
to the herein named Mortgagors.

Plaintiff's Exhibit "A"

* Delete italicized words if Mortgagee is not a building and loan association.

FILED

16-40890-7

1957 JAN 15 AM 9:24

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Gas Range

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety Dollars (\$90.00), payable half-yearly on the eleventh days of February and August in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for

thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland; relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty - - - - - Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

JOHN E. HOLLAND, JR.

Raymond F. Wilson [SEAL]

Margaret J. Wilson [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE,

to wit:

LIBER 905 PAGE 179

I HEREBY CERTIFY, That on this 18th day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Raymond F. Wilson and Margaret J. Wilson, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

JOHN E. HOLLAND, JR.

Notary Public.

Recorded: Feb. 24, 1955 at 9.05 A.M.



STATE OF MARYLAND

Mortgage

FROM

RAYMOND F. WILSON and
MARGARET J. WILSON, his wife

TO

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record 24 Feb 1955 at 9:05 o'clock
Same day recorded in Liber 905 Folio 175 &c.,
one of the Land Records of A.A. Co.

and examined per

JOHN H. HOPKINS, 2nd Clerk.

Cost of Record, \$ 9.50

D. E. GOVERNMENT PRINTING OFFICE 16-40890-4

Handwritten signature/initials

35915

GSP

Approved by _____ Examined by _____

Ready for Record *[Handwritten initials]*

Handwritten: 95-36

MILITARY AFFIDAVIT

No. 11,990 - Equity

Docket 16 folio 398

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day
of January 1957 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendants
Raymond F. Wilson and Margaret J. Wilson, his wife
against whom foreclosure proceedings were instituted are
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that they have not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
they are not members of the Enlisted Reserve Corps, and have
not been ordered to report for service therein, ~~which~~

~~information~~ ~~was~~ ~~obtained~~, and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1957 JAN 15 AM 9:24

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

RAYMOND F. WILSON AND

MARGARET J. WILSON, his wife

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from Raymond F. Wilson and Margaret J. Wilson, his wifeto Baltimore Federal Savings and Loan Associationdated the 18th day of February, 1955, and recorded among the Land Recordsof Anne Arundel County in Liber J.H.H. No. 905 Folio 175Amount of Mortgage \$7450.00Less - amount paid on principal 178.867271.14Plus - interest to 2/14/57 285.447556.58Less - balance in expense account 18.977537.61

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Set.I HEREBY CERTIFY, that on this 13th day of February in the
year nineteen hundred and fifty-seven, before me, the subscriber a Notary Publicof the State of Maryland, in and for said ~~Baltimore~~ City
of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore
Federal Savings and Loan Association, holder of the Mortgageentitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

WITNESS my hand and Notarial seal

Clara M. Link
Clara M. Link - Notary Public

FILED

1957 FEB 14 AM 9:14

227 ST. PAUL STREET
BALTIMORE, MD



60 JOHN STREET
NEW YORK, N. Y

No. 11,990 Equity

Know All Men by These Presents:

That we.....Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,.....as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
EIGHT THOUSAND AND 00/100 (\$8,000.00) - - - - - Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this.....11th.....
day of.....February.....in the year nineteen hundred and.....fifty-seven.....

Whereas, the above bounden.....Walter S. Calwell.....

by virtue of the power contained in a Mortgage from.....Raymond F. Wilson and Margaret J. Wilson to the Baltimore Federal Savings & Loan Association.....
bearing date the.....18th.....day of.....February.....nineteen hundred and.....fifty-five.....
and recorded among the.....Land.....Records of.....Anne Arundel County, in Liber.....J. H. H. No. 905....., Folio.....175....., and.....

#305 Crsswell Road - Anne Arundel Co Md.
is about to sell the land and premises described in said Mortgage/default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

.....Walter S. Calwell.....
do and shall well and truly and faithfully perform the trust reposed in.....him.....under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link

Attest:

Assistant Secretary - Alvin E. Leroy

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By.....Vice-President.....Lee Burgess

FILED

1957 FEB 14 AM 9:14

Bond Approved this 14th day of February, 1957

George T. Cromwell, Clerk

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 : ANNE ARUNDEL COUNTY
 RAYMOND F. WILSON AND :
 MARGARET J. WILSON, his wife : (In Equity)
 #11,990.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
 Named in Mortgage, dated February 18th, 1955 and recorded among the
 Land Records of Anne Arundel County in Liber J.H.H. No. 905 folio 175
 from said Raymond F. Wilson and Margaret J. Wilson, his wife

to the Baltimore Federal Savings and Loan Association, which
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
 faithful discharge of his trust, which was duly filed and approved,
 and having given notice of the time, place, manner and terms of sale by
 advertisement inserted in "The Maryland-Gazette"
 Anne Arundel
 in ~~Baltimore~~ County, for more than three successive weeks preceding
 the day of sale, Walter S. Calwell, Attorney, under and by virtue
 of the power and authority contained in said Mortgage (after default
 having occurred thereunder) did, pursuant to said notice, on the
 14th day of February, 1957 at 2.15 o'clock P.M.,
 attend on the premises and then and there sold the leasehold
 Anne Arundel
 property situate, lying and being in ~~Baltimore~~ County
 being lots Nos. 67 and 68, Section "P" Arundel Gardens, which Plat is
 recorded among the Land Records of Anne Arundel County in Cabinet 2,
 Rod D-9 Plat 348 (now in Plat Book 15 folio 5), the improvements whereon
 are known as No. 305 Cresswell Road, more particularly described in
 the aforementioned Mortgage and in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of ^{Five} ~~Three~~ Hundred
 (\$500.00) Dollars was required of the purchaser at the time and
 place of sale and taxes and other expenses, including Metropolitan
 Sanitary and District liens, if any, be adjusted to day of sale.

FILED

1957 FEB 19 AM 9:14

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Ninety (\$90.00) Dollars, at and for the sum of Seventy-two Hundred (\$7200.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of February, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Raymond F. Wilson and Margaret J. Wilson, his wife to Baltimore Federal Savings and Loan Association, dated February 18th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 905 folio 175 (default having occurred thereunder) the undersigned Attorney Named in Mortgage, will sell at Public Auction on the premises, on

**THURSDAY
FEBRUARY 14th, 1957
at 2.15 P.M.**

all that leasehold lot of ground situate and lying in the Fifth District of Anne Arundel County in Anne Arundel Gardens, and described as follows:-

BEGINNING for the same on the southernmost side of Creswell Road (30 feet wide) at the distance of 150 feet westerly from the west side of Upland Road 50 feet thence running south 3 degrees 42 minutes west 100 feet thence running easterly parallel with Creswell Road 50 feet thence running northerly 3 degrees 42 minutes east 100 feet to the place of beginning. Being Lots Nos. 67 and 68 Section "P" Arundel Gardens recorded among the Plot Records of Anne Arundel County in Cabinet 2 Rod D-9 Plat 348 (now in Plat Book 16 folio 5).

Subject to the payment of an annual ground rent of \$90.00 and to any restrictive covenants and/or Utility Agreements of record, affecting the property.

The improvements whereon consist of a one story, one family frame detached dwelling, containing 4 rooms, 1 bath, gas fired heat, known as No. 305 Creswell Road.

TERMS OF SALE:- Cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

Clara M. Link

Clara M. Link - Notary Public

LIBER 104 PAGE 208
ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
RAYMOND F. WILSON and
MARGAGET J. WILSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,990 Equity

Ordered, this 19th day of February, 19 57, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney Named in Mortgage ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of March next.

The report states that the amount of sales ~~was~~ ^{was} \$7200.00

.....Clerk.

True Copy,

Filed 1957 Feb. 19
10:00 A.M.

TEST:.....Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
RAYMOND F. WILSON and
Margaget J. Wilson, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

.....Term, 19
ORDERED BY THE COURT, This 21st day of March, 1957 that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 MAR 27 PM 1:51

Matthew J. Evans
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
WALTER S. CALWELL, Attorney
No. 11,000 Equity
Named In Mortgage
Vs.

RAYMOND F. WILSON And MAR
GARET J. WILSON, His Wife.

Ordered, this 19th day of February,
1957, That the sale of the property in
these proceedings mentioned made and
reported by WALTER S. CALWELL,
Attorney Named in Mortgage BE
RATIFIED AND CONFIRMED, un-
less cause to the contrary thereof be
shown on or before the 25th day of
March next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 25th day of March next.

The report states that the amount of
sale was \$7,200.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1957

We hereby certify, that the annexed

Order Nisi - Sale - E.g. 11,990

Raymond F. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 25th

day of March, 1957. The first

insertion being made the 21st day of

February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M.G. 116 1957 MAR 22 PM 2:38

12

In the Case of

Walter S. Calwell,

Attorney named in Mortgage

VS.

Raymond F. Wilson.

.and

Margaret J. Wilson, his wife"

In the

Circuit Court

For

Anne Arundel County

No. 11,990

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 4, 1957.

All of which is respectfully submitted.

Laura M. Hickling
Auditor.

Auditor.

FILED

1957 MAY -7 PM 2:00

Dr.

in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Raymond F. Wilson and Margaret J. Wilson, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	247	55	297	55
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	32	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	124	26
To Attorney for Taxes and Ground Rent, viz:				
1957 State and County taxes - adjusted	11	21		
Semi-annual ground rent (\$45.00) due		75		
2/11/57 - adjusted to 2/14/57			11	96
To Attorney for Benefit Charges, viz:				
1957 water and sewer benefit charges -				
adjusted to 2/14/57	1	08	1	08
To Baltimore Federal Savings & Loan Ass'n,				
mortgagee - this balance on account				
mortgage claim	6,765	25	6,765	25
			7,251	60
Amount of mortgage claim filed	7,537	61		
Cr. Amount allowed above	6,765	25		
Balance subject to decree in personam	772	36		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1957

Feb.

14

Proceeds of Sale

7,200 00

Interest on deferred payment

to 3/27/57

51 60

7,251 60

7,251 60

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Raymond F. Wilson

and

Margaret J. Wilson, his wife

No. 11,990

Equity.

ORDERED, This 7 day of May, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of June next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of June, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1957 JUN 18 PM 3:18

1957 MAY - 7 PM 2:00
FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,000 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage
Va.

RAYMOND E. WILSON and MAR-
GARET J. WILSON, his wife
Ordered, this 7th day of May, 1957,
That, the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 17th
day of June next: Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel Coun-
ty, once in each of three successive
weeks before the 17th day of June
next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-30

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 6, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,990.Auditor Account.Raymond F. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3

successive weeks before the 17thday of June1957. The firstinsertion being made the 16th

day of

May1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. C. 11-467

1957

JUN -7 AM 10:30

By

H. Tilghman

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

Vs.

NOBLE W. HELL and
DORA LEE HELL, his wife
125 Fifth Avenue - Anne Arundel County, Md.
Defendants

Docket 16 Folio 409
Case No. 12,009
Filed

IN THE
CIRCUIT COURT
FOR

~~ANNE ARUNDEL COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

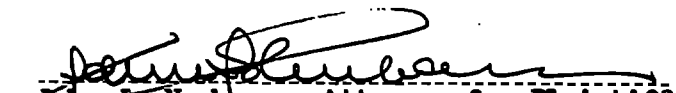
The petition of the plaintiff respectfully represents:

That on the 6th day of December A.D. 1951 the defendant s executed and delivered to Provident Savings Bank of Baltimore, Howard and Saratoga Streets, Baltimore 1, Maryland, Anne Arundel a mortgage upon certain leasehold property in ~~Baltimore~~ County, therein described, to secure the payment of the mortgage debt of \$ 7900.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest as provided in said mortgage.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


John F. Neubauer, Attorney for Plaintiff

~~ANNE ARUNDEL COUNTY, IN EQUITY~~

FILED

1957 JAN 30 AM 9:59

VA Form 4-6318 (Home Loan)
April 1951. Use optional.
Servicemen's Readjustment Act
(38 U. S. C. A. 694 (a)). Ac-
ceptable to RFO Mortgage Co.

MORTGAGE

No. 13,009 Equity

Purchase Money
THIS MORTGAGE, made this 6th day of December, A. D. 19 51, by
and between Noble W. Bell and Dora Lee Bell, his wife,

of County of Anne Arundel, in the State of Maryland, hereinafter
called the Mortgagor, and Provident Savings Bank of Baltimore

a corporation organized and existing under the laws of the State of Maryland,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a party to the Mortgage~~ is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
Seventy-nine Hundred Dollars (\$7900.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four per centum (4 %) per annum until paid, principal and interest being
payable at the office of Provident Savings Bank of Baltimore, in
Baltimore City, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-one and
70/100 Dollars (\$ 41.70), commencing on the first day of
January, 1952, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of December, 1976. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
County of Anne Arundel, in the State of Maryland, to wit:

BEGINNING for the same on the southwest side of Fifth Avenue at the distance of 364.50
feet northwesterly from the northwest side of Belle Grove Road and at a point in a line
with the center of a partition wall between the house on the lot being described and that
adjoining on the southeast and running thence northwesterly binding on the southwest
side of Fifth Avenue 16 feet to a point in a line with the center of another partition
wall between the house on the lot being described and that adjoining on the northwest
thence southwesterly to and through the center of said wall to the end thereof and con-
tinuing the line of the center of said wall in all 146 feet to the southwest side of an
alley 21 feet wide thence southeasterly binding on said alley with the use thereof in
common 16 feet to a point in a line with the center of the partition wall first above
mentioned thence northeasterly to and through the center of said wall to the end there-
of and continuing the same course in all 146 feet to the place of beginning. The im-
provements thereon are known as No. 425 Fifth Avenue.

BEING the same lot of ground described in an Assignment dated of even date herewith
and recorded or intended to be recorded prior hereto among the Land Records of Anne
Arundel County from The Belle Grove Corporation to the within Mortgagors.

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

vs.

NOBLE W. BELL and
DORA LEE BELL, his wife
425 Fifth Avenue
Anne Arundel County, Maryland

Defendants

:
:
: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: IN EQUITY
:
:
:

PETITIONER'S EXHIBIT #1

FILED

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to an annual rent of \$90.00 payable in equal half-yearly installments on the 6th days of March and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Neubauer, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

BOOK 658 PAGE 541

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of **Seventy-nine** Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Eugene A. Edgett

Noble W. Bell [SEAL]
Noble W. Bell
Dora Lee Bell [SEAL]
Dora Lee Bell
[SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of December, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Noble W. Bell and Dora Lee Bell, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared John J. Neubauer, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Eugene A. Edgett
EUGENE A. EDGETT, JR.
Notary Public.

Recorded-14th-Dec.-1951-at-2:30-P.M. "O.P."



3 \$100.00

STATE OF MARYLAND

Mortgage

FROM

NOBLE W. BELL AND
DORA LEE BELL, his wife,

TO

PROVIDENT SAVINGS BANK
OF BALTIMORE

Received for Record
1951, at 2-30 o'clock P.M.
Same day recorded in Liber 8740 &c.,
No. 658 Folio 338
one of the Land Records of

John J. Neubauer
and examined per
Cost of Record, \$ 1.00
D. S. GOVERNMENT PRINTING OFFICE 16-50900-4

APPROVED FOR EXECUTION
EXECUTION APPROVED

PROVIDENT SAVINGS BANK OF BALTIMORE

Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

VS.

NOBLE W. BELL and

DORA LEE BELL, his wife
425 Fifth Avenue-Anne Arundel County, Md.

Defendants

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
IN EQUITY

Docket No. 16, Folio 409

Case No. 12,009

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 29th day of January, 1957
before me, the subscriber, a Notary Public in and for the State of Maryland,
County of Baltimore, personally appeared JOHN J. NEUBAUER,
and made oath in due form of Law that he knows the Defendant(s) herein and
that to the best of his information, knowledge and belief:

- (1) Said Defendant(s) is not in the Military service of the United States.
- (2) Said Defendant(s) is not in the Military service of any nation allied with the United States.
- (3) Said Defendant(s) has not been ordered to report for induction under the Selective Training and Service Act.
- (4) Said Defendant(s) is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

John J. Neubauer Affiant

James J. Lang Notary Public

FILED

1957 JAN 30 AM 9:59

Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.

PROVIDENT SAVINGS BANK OF BALTIMORE

Howard and Saratoga Streets

Baltimore 1, Maryland

Plaintiff

Vs.

NOBLE W. BELL and
DORA LEE BELL, his wife

425 Fifth Avenue

Anne Arundel County, Maryland

Defendants

DOCKET 16 FOLIO 409

CASE NO. 12,009

FILED _____

IN THE
CIRCUIT COURT

FOR

~~ANNE ARUNDEL COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 30th day of January in the year nineteen hundred and fifty-seven by the Circuit Court of ~~Baltimore~~ County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; John J. Neubauer and Francis X. McDonough that they be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by the msel ves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of seven thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises;

they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or Anne Arundel weekly newspaper or newspapers published in Baltimore County as

they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale;

and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their

proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their

personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee s shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged

their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

th air trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

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th air trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1957 JAN 31 AM 9:44

Matthew S. Evans
Judge

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

VS.

NOBLE W. BELL and
DORA LEE BELL, his wife
425 Fifth Avenue-Anne Arundel County, Md.
Defendants

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
~~CIRCUIT COURT FOR ANNE ARUNDEL COUNTY~~

IN EQUITY.

12,009

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, Howard and Saratoga Streets, Baltimore 1, Maryland,

under the mortgage from Noble W. Bell and Dora Lee Bell, his wife,
to Provident Savings Bank of Baltimore

dated the 6th day of December, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 658 Folio 538

Principal amount of mortgage	\$ 7900.00
Less payments made on account	1134.47
Balance on principal	\$ 6765.53
LESS:	
Credit in expense account	112.72
Net balance on account of principal	\$ 6652.81
Interest to March 14, 1957	168.39
Balance due on principal and interest	\$ 6821.20
Daily interest is \$.75	

PROVIDENT SAVINGS BANK OF BALTIMORE

BY: Gerard W. Kirby, Vice-President

ANNE ARUNDEL COUNTY, to wit:
STATE OF MARYLAND/ ~~ANNE ARUNDEL COUNTY, to wit:~~

I HEREBY CERTIFY, that on this 30th day of January in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public

of the State of Maryland, in and for ~~said county~~

Anne Arundel County aforesaid,
~~notary public, personally appeared, and stated that the foregoing is a true and correct statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.~~
personally appeared, GERARD W. KIRBY, Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE,

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

FILED

Norman G. Williams - Notary Public

1957 FEB -1 AM 9:24

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 12,009 Equity

Provident Savings Bank
of Baltimore

versus

Noble W. Bell and
Dora Lee Bell, his wifeBOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and

Francis X. McDonough, 402 Keyser Building, Baltimore 2, Md.

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of
Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Seven Thousand and 00/100 - - - - - Dollars (\$7,000.00) to be paid to the said State or its certain Attorney, to which payment, well
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 1st day of February
in the year of our Lord one thousand, nine hundred and fifty-seven.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and

Francis X. McDonough

by virtue of a decree of the Honorable the Judge of the Circuit Court of
Anne Arundel County have been appointed trustees to sell
Real Estate mentioned in the proceedings in the case of

Provident Savings Bank of Baltimore

versus

Noble W. Bell and Dora Lee Bell, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer and Francis X. McDonough

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed
in them by any future decree or order in the premises, then the above obligation to be void; other-
wise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Francis X. McDonough (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward J. McManara
Howard J. McManara
Attorney in fact.

FILED

1957 FEB -6 AM 9:07



Bond approved this
6th day of February,
1957.

George T. Cromwell, Clerk

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

VS. Plaintiff

—IN THE—

CIRCUIT COURT

—FOR—

NOBLE W. HELL and
DORA LEE HELL, his wife
425 Fifth Avenue-Anne Arundel County, Md.
Defendants

ANNE ARUNDEL COUNTY
~~PROVIDENT SAVINGS BANK OF BALTIMORE~~
IN EQUITY
No. 12,009

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of John J. Neubauer and Francis X. McDonough,

Trustee, appointed by the decree in the above entitled cause to make sale of leasehold property situate in Anne Arundel County, State of Maryland, upon which the improvements thereon are known as No. 425 Fifth Avenue; subject to the payment of an annual ground rent of \$90.00

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE", a weekly

newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 18th day of March, 1957, at 4:00 o'clock, P.M., attend on the premises and then and there sold the leasehold property to Provident Savings Bank of Baltimore at and for the sum of Sixty-seven Hundred and 00/100 Dollars (\$6700.00); it being the highest bidder therefor. Said property being subject to the payment of an annual ground rent of Ninety and 00/100 Dollars (\$90.00), payable in equal semi-annual installments on the 6th days of March and September, in each and every year.

FILED

1957 MAR 20 AM 9:08

John J. Neubauer

John J. Neubauer

Trustee

Francis X. McDonough

Francis X. McDonough

Trustee

CITY

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 19th day of March, 1957,

Baltimore City

before me, the subscriber, Notary Public of the State of Maryland, in and for Baltimore City and Francis X. McDonough

the aforesaid parties personally appeared John J. Neubauer/ Trustee and made oath that

the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial seal.

Kenneth J. Gaeng - Notary Public

LIBER 104 PAGE 225
ORDER NISI

Provident Savings Bank Of Baltimore

versus

Noble W. Bell and

Dora Lee Bell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,009

Equity

Ordered, this 20 day of March, 1957, That the sale of the
Property in these Proceedings mentioned,
made and reported by John J. Neubauer and Francis X. McDonough,
Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29
day of April next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 29
day of April next.

The report states that the amount of sales ^{was} ~~was~~ \$ 6,700.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 20 March, 1957, at 12:27 P. M.

(Final Order)

Provident Savings Bank Of Baltimore

versus

Noble W. Bell and

Dora Lee Bell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of April, 1957
that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 MAY -1 AM 10:26

Matthew S. Evans
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,009 Equity
PROVIDENT SAVINGS BANK OF
BALTIMORE

Vs.

NOBLE W. BELL and DORA LEE
BELL, his wife.

Ordered, this 20th day of March, 1957,
That the sale of the Property in these
Proceedings mentioned, made and re-
ported by John J. Neuhauser and Fran-
cis X. McDonough, Trustees, BE RATI-
FIED AND CONFIRMED, unless cause
to the contrary thereof be shown on or
before the 29th day of April next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 29th day
of April next.

The report states that the amount of
sale was \$6,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-18

CERTIFICATE OF PUBLICATIONAnnapolis, Md., April 18, 1957

We hereby certify, that the annexed

Order Nisi. SaleEg. 12,009Noble W. Bell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 29thday of April, 1957. The firstinsertion being made the 28th day ofMarch, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**No. 1957 APR 20 AM 8:55

In the Case of

.....Provident Savings Bank.....
.....of Baltimore.....

VS.

.....Noble W. Bell.....
.....and.....
.....Dora Lee Bell, his wife.....

In the
Circuit Court

For
Anne Arundel County
No. 12,009 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

.....May 10, 1957.....

All of which is respectfully submitted.

.....*Laura K. Schling*.....
Auditor.

FILED
1957 MAY 14 PM 12:29

Dr. Provident Savings Bank of Baltimore vs. Noble W. Bell and
Dora Lee Bell, his wife

in ac.

To Trustees for Fee, viz:	79	00		
To Trustees for Commissions, viz:	237	98	316	98
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and furnishing three copies thereof	18	00	56	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	84	40		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	45		
U.S. Fidelity & Guaranty Co.-bond premium	28	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	35		
One-half State documentary stamps	3	35		
Federal Lien Report	1	00		
Kenneth J. Gaeng - notary fees	1	00	171	55
To Trustees for Taxes and Benefit Charges, viz:				
1957 State and County taxes - adj.	21	21		
A. A. County Sanitary Commission - 1957 water and sewer benefit charges - adj.	2	86	24	07
To Trustees for Rent Adjustments, viz:				
Semi-annual ground rent due 9/6/57 - 12 days	3	00		
House rent - 18 days	37	20	40	20
To Provident Savings Bank of Baltimore, mortgagee - this balance on account mortgage claim	6,323	70	6,323	70
			6,932	50
Amount of mortgage claim filed	6,821	20		
Interest from 3/14/57 to 3/18/57 - 4 days @ \$.75 per day	3	00		
	6,824	20		
Cr. Amount allowed above	6,323	70		
Balance subject to decree in personam	500	50		

with

John J. Neubauer and Francis X. McDonough, Trustees

Cr.

1957

Mar.

18

Proceeds of Sale

6,700 00

Interest on deferred payment of

\$6,200.00 to May 3, 1957

46 50

6,746 50

Rent collected from Jesse R. Taylor

from 2/1/57 to 5/1/57

186 00

186 00

6,932 50

ORDER NISI

LIBER 104 PAGE 230

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Provident Savings Bank

of Baltimore

VERSUS

Noble W. Bell

and

Dora Lee Bell, his wife

No. 12,009

Equity.

ORDERED: This 14 day of May, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of June, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1957 JUN 18 PM 3:18

1957 MAY 14 PM 12:29

FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 10, 1957

We hereby certify, that the annexed

Order Nisi. Bg. 13.009
Auditor account.Noble W. Bell.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 17thday of June, 1957. The firstinsertion being made the 16th day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. J. Tilghman**Order Nisi.**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,000 EquityPROVIDENT SAVINGS BANK of Bal-
timore

Vs.

NOBLE W. BELL and DORA LEE
BELL, his wife.Ordered, this 14th day of May, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 17th
day of June next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 17th day of June next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.
M-80**FILED**

No. M. G. 1957-481 JUN 10 PM 1:47

NOAH A. HILLMAN, Attorney Named
in Mortgage,

PLAINTIFF

vs.

RUFUS GEORGE STEED and ROSAMOND
J. STEED, HIS WIFE,

DEFENDANTS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11420 EQUITY

MORTGAGE FORECLOSURE

Mr. Clerk:

Please docket this foreclosure of mortgage suit, of mortgage from Rufus George Steed and Rosamond J. Steed, his wife, to Raymond Ely and Anna Ely, his wife, dated April 1, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #678, folio 337; default having occurred under the terms of said mortgage.

Noah A. Hillman

(Attorney Named in Mortgage)

Filed 14 July, 1953

PURCHASE MONEY

THIS MORTGAGE, Made this *1st* day of *April* *No. 11,420 Equity*

in the year nineteen hundred and *fifty-two* by and between RUFUS GEORGE STEED
and ROSAMOND J. STEED, his wife,
Mortgagor s of the County of Anne Arundel, in the State of Maryland, of the first part, and
RAYMOND ELY and ANNA ELY, his wife, , Mortgagees , of the second part:

Whereas, the Mortgagors have purchased the property hereinafter described from the Mortgagees and they are indebted to the latter for the balance of the purchase price in the sum of seven thousand (\$ 7,000.00) dollars.

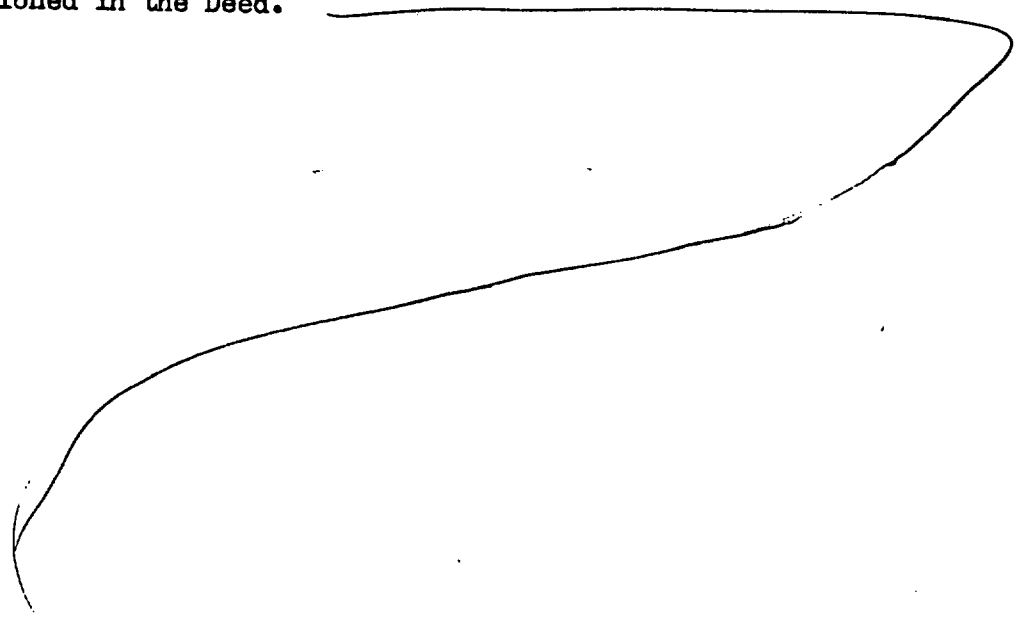
WHEREAS, to secure the payment of said seven thousand (\$ 7,000.00) dollars, with interest at six per cent, by installments of fifty-four dollars and eighty-two cents (\$ 54.82) monthly including therein the interest, the first of said monthly payments to be made *on May 5, 1952* and to be paid monthly thereafter on the same day of each month until the whole debt and interest is paid with the right to make larger payments, wherefore these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the Mortgagees

their heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the City of Annapolis, Maryland, aforesaid, and described as follows, to wit:—~~Beginning at~~
All of that property with dwelling thereon known as No. 65 Spa Road which is fully described in a deed of even date herewith, from the Mortgagees to the Mortgagors, which description is expressly made a part of this Mortgage including therein the right-of-way with use in common mentioned in the Deed.




Filed 14 July, 1953

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of seven thousand (\$ 7,000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagees, their personal representatives, or assigns - 2^r Noah A. Hillman  authorized Attorney or Agent

of the said Mortgagees, **their** personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of **One hundred** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, **their** executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor **s**, **their** heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor **s** for **themselves**, **their** heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor **s** for **themselves**, **their** heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, **their** personal representatives or assigns, or **Noah A. Hillman** their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, **their** executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least _____ dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee **s**, **their** executors, administrators or assigns, to the extent of **their** lien or claim hereunder.

Witness the hands and seals of the Mortgagors.

LIBER 678 PAGE 339

TEST:

Naomi K. Cox
NAOMI K. COX

Rufus George Steed [SEAL]
Rufus George Steed
Rosamond J. Steed [SEAL]
Rosamond J. Steed
_____[SEAL]

State of Maryland, Anne Arundel County

I Hereby Certify, that on this 1st day of April in the year one thousand nine hundred and fifty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County _____

_____, ss:
day of April in the year one
before me, the subscriber, a Notary Public
aforesaid, personally appeared

RUFUS GEORGE STEED and ROSAMOND J. STEED, his wife,
the Mortgagor **s** named in the foregoing Mortgage, and **they** acknowledged the foregoing Mortgage to be **their** act. At the same time also appeared RAYMOND ELY and ANNA ELY, his wife, the Mortgagees

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Recorded-28th-April-1952-at-3:00-P.M.

Naomi K. Cox
NAOMI K. COX Notary Public

PURCHASE MONEY
MORTGAGE

LIBER 104 PAGE 236

FROM

RUFUS GEORGE STEED and

ROSAMOND J. STEED, his wife

TO

RAYMOND ELY and

ANNA ELY, his wife

~~RECORDED NO. 678~~

Received for Record April 28, 1912

at 3 o'clock P. M. Same day recorded

in Liber 104 No. 678 Folio 337 &c.,

Records of Adm.

and examined per

John H. Phillips Clerk.

Cost of Record, \$

The Daily Record Company, Baltimore, Md.

J. D. [Signature]

Noah A. Hillman,	*	IN THE
Attorney named in Mortgage,	*	CIRCUIT COURT
vs		FOR
Rufus George Steed and	*	ANNE ARUNDEL COUNTY
Rosamond J. Steed, his wife	*	No. 11421 Equity

STATEMENT OF MORTGAGE CLAIM

Balance owing, as of May 5, 1955 \$ 6,220.46

Interest from May 5, 1955 to date, to be added

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 18 day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Anna Ely, one of the Mortgagees, who made oath in due form of law that the foregoing is a true account of the Mortgagees' claim under the Mortgage filed in this cause, now remaining due and unpaid.

As Witness my hand and Notarial Seal.

Naomis H. Cox
Notary Public

Filed 18 July, 1955.

No. 11,420 Equity ✓

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

Know All Men by these Presents:

THAT WE Noah A. Hillman

as Principle, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND FIVE HUNDRED and NO/100 (\$6,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 18th day of July nineteen hundred and fifty-five

Whereas, by virtue of a power of sale contained in a mortgage from Rufus George Steed and Rosamond J. Steed, his wife to Raymond Ely and Anna Ely, his wife bearing date on or about the first day of April nineteen hundred and fifty-two the said Noah A. Hillman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Rufus George Steed and Rosamond J. Steed, his wife by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Noah A. Hillman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS

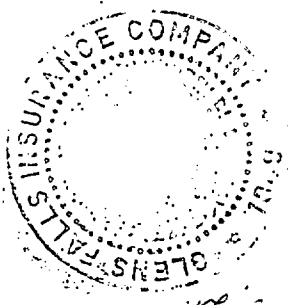
Thomas K. Cox
THOMAS K. COX
AS TO BOTH

Noah A. Hillman (SEAL)
Noah A. Hillman

(SEAL)
GLENS FALLS INSURANCE COMPANY

Fred E. Voges
Fred E. Voges Attorney-in-Fact

Approved this 22 July, 1955
George C. Brownell, Clerk.
1955



ATTORNEY'S SALE

IMPROVED FEE SIMPLE

Dwelling Property

SITUATE IN THE CITY OF ANNAPOLIS

By request of the Mortgagees and under and by virtue of the power of sale contained in a mortgage to said Mortgagees from Rufus George Steed and Rosamond J. Steed, his wife, dated April 1, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 678, folio 337, etc., default having occurred in said mortgage, I will offer for sale at Public Auction at the Court House Door (Church Circle) in the City of Annapolis, on

Thursday, Aug. 11, 1955

AT 11:00 O'CLOCK A.M.

the property in said mortgage described, the same being the following:

All of that lot of ground with dwelling thereon known as No. 65 Spa Road which is fully described in a Deed dated April 1, 1952 from Raymond Ely and wife to Rufus George Steed and wife and recorded in Liber J. H. H. No. 678, folio 333, as follows:

BEGINNING for the same at an iron pipe herefound which marks the end of the second line, or the southwestmost corner, in that conveyance from Charles Koch and Frida Koch, his wife, to Raymond Ely and wife, dated June 17, 1942 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 263, folio 38; thence from point of beginning so fixed and binding on part of said conveyance as corrected for magnetic declination, North 18 degrees 59 minutes 00 seconds West 73.05 feet to an iron pipe; thence leaving said conveyance and running North 69 degrees 06 minutes 10 seconds East 35.78 feet to an iron pipe here set in easternmost boundary of that conveyance from Koch to Ely, September 4, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 75, folio 396, thence binding on said boundary as corrected for magnetic declination, South 25 degrees 50 minutes 00 seconds East 77.87 feet to a fence post, thence with the southernmost boundary in the above mentioned conveyance, South 74 degrees 55 minutes 00 seconds West 45.16 feet to place of beginning. Containing 0.07 acres, more or less, according to a survey made by James D. Hicks, County Surveyor, in September, 1951.

WITH THE USE THEREOF IN COMMON of the concreted walk as shown on a plat recorded with the foregoing Deed, said walk and right-of-way terminating at the second line of above description.

IMPROVEMENTS—One story, five room and bath asbestos shingled bungalow; partly finished attic, hardwood floors, hot water oil heat, instantaneous Lovekin hot water heater, unit kitchen, screened porch, etc.

TERMS OF SALE—A deposit of \$500.00 will be required of the purchaser at time of sale and balance of purchase money, with interest at six per cent per annum, to be paid in cash immediately upon final ratification of sale or all cash at time of sale at option of purchaser. Taxes and other public charges to be adjusted to date of sale.

Inspection of interior of dwelling may be made by appointment.

NOAH A. HILLMAN

Attorney named in Mortgage.

EXHIBIT

PURCHASER'S AGREEMENT

This is to certify that I have purchased the property described in this Hand Bill, at Public Sale held August 11, 1955, at and for the price of \$6700⁰⁰, being then and there the highest bidder therefor; that I have paid the deposit of \$ 500.00 required and agree to abide by the Terms of Sale.

Witness my(our) hand and seal, this 11th day of August, 1955.

Witness:

Naomi K. Cox

Bernard Allen (SEAL)

Leatha Allen (SEAL)

AUCTIONEER'S CERTIFICATE

This is to certify that Bernard Allen & Leatha Allen, ~~is~~ (are) the purchaser(s) of the property described in this Hand Bill, at and for the sum of \$6700.00, ~~they~~ being the highest bidder therefor.

Witness my hand and seal, this 11th day of August, 1955.

Witness:

Naomi K. Cox

[Signature] (SEAL)

Filed 11 Aug, 1955.

Noah A. Hillman,	*	
Attorney named in Mortgage	*	IN THE
vs		CIRCUIT COURT
Rufus George Steed and	*	FOR
Rosamond J. Steed, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 11,420 Equity
	*	

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Noah A. Hillman, Attorney named in Mortgage, in the above titled matter, respectfully shows:

1. That default having occurred under the provisions of the Mortgage in this matter he did, after giving bond with approved security and after having complied with all the prerequisites as required by law and giving notice of the time, place, manner and terms of sale by advertisement in the " Evening Capital " , a newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale and by posting handbills in a number of public places, he did, pursuant to said notice attend at the Court House Door in the City of Annapolis on the 11th day of August, 1955, at 11 o'clock A. M., and then and there proceeded to sell the real estate in this cause.

2. That said real estate was offered to the highest bidder and was at said time and place sold to BERNARD ALLEN and LEATHA ALLEN, his wife, for the sum of sixty-seven hundred dollars (\$ 6,700.00, they being at that sum the highest bidder therefor. The terms of said sale being a deposit of five hundred dollars (\$ 500.00), which was paid, and balance to be paid on final ratification of sale. Deferred payment to bear interest at six per cent and taxes and other public charges to be adjusted to date of sale.

3. That he files herewith a printed handbill, on the reverse side of which is the agreement of the purchasers and the auctioneer's certificate; the handbill, agreement and certificate is prayed to be taken as part hereof.

Respectfully submitted,

Noah A. Hillman
Attorney named in Mortgage

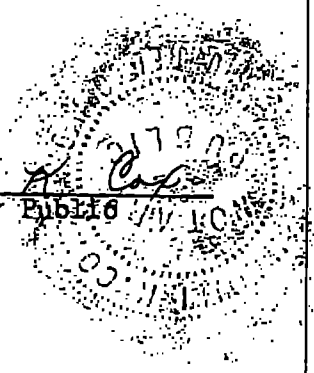
Filed 11 Aug, 1955

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 11th day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Noah A. Hillman, Attorney named in Mortgage, who made oath in due form of law that the matter and things stated in the foregoing Report of Sale are true to the best of his information and belief and that the sale there in reported was fairly made.

As Witness my hand and Notarial Seal.

Naomi A. Cap...
Notary Public



Noah A. Hillman,
Attorney Named in Mortgage

versus

Rufus George Steed and
Rosamond J. Steed, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,420

Equity

Ordered, this 11 day of August, 1955, That the sale of the
Real Estate in these Proceedings mentioned,
made and reported by Noah A. Hillman, Attorney named in Mortgage,
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16
day of September next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 16
day of September next.

The report states that the amount of sales ^{was} ~~was~~ \$ 6,700.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 11 Aug., 1955.

Noah A. Hillman,
Attorney Named in Mortgage

versus

Rufus George Steed and
Rosamond J. Steed, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of 19
that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

ATTORNEY'S SALE

IMPROVED DWELLING PROPERTY

SITUATE IN CITY OF ANNAPOLIS

By request of the Mortgagees and under and by virtue of the power of sale contained in a mortgage to said Mortgagees from Rufus George Steed and Raymond J. Steed, his wife, dated April 1, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 678, folio 337, etc., default having occurred in said mortgage, I will offer for sale at Public Auction at the Court House Door (Church Circle) in the City of Annapolis, on

THURSDAY, AUGUST 11, 1955,
AT 11:00 O'CLOCK A. M.

the property in said mortgage described, the same being the following:

All of that lot of ground with dwelling thereon known as No. 65 Spa Road which is fully described in a Deed dated April 1, 1952 from Raymond Ely and wife to Rufus George Steed and wife and recorded in Liber J. H. H. No. 078, folio 333, as follows:

BEGINNING for the same at an iron pipe herefound which marks the end of the second line, or the southwestmost corner, in that conveyance from Charles Koch and Frida Koch, his wife, to Raymond Ely and wife, dated June 17, 1942 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 283, folio 38; thence from point of beginning so fixed and binding on part of said conveyance as corrected for magnetic declination, North 18 degrees 50 minutes 00 seconds West 73.05 feet to an iron pipe; thence leaving said conveyance and running North 69 degrees 00 minutes 10 seconds East 35.78 feet to an iron pipe here set in easternmost boundary of that conveyance from Koch to Ely, September 4, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. & R. No. 75, folio 300, thence binding on said boundary as corrected for magnetic declination, South 25 degrees 50 minutes 00 seconds East 77.87 feet to a fence-post, thence with the southernmost boundary in the above mentioned conveyances, South 74 degrees 55 minutes 00 seconds West 45.16 feet to place of beginning. Containing 0.07 acres, more or less, according to a survey made by James D. Hicks, County Surveyor, in September, 1951.

WITH THE USE THEREOF IN COMMON of the concreted walk as shown on a plat recorded with the foregoing Deed, said walk and right-of-way terminating at the second line of above description.

IMPROVEMENTS—One story, five room and bath asbestos shingled hungd-low; partly finished attic, hardwood floors, hot water oil heat, instantaneous Lovekin-hot water heater, unit kitchen, screened porch, etc.

TERMS OF SALE—A deposit of \$500.00 will be required of the purchaser at time of sale and balance of purchase money, with interest at six per cent per annum, to be paid in cash immediately upon final ratification of sale or all cash at time of sale at option of purchaser. Taxes and other public charges to be adjusted to date of sale.

Inspection of interior of dwelling may be made by appointment.

NOAH A. HILLMAN,

Attorney named in Mortgage.
GEORGE W. SCIBLE, Auctioneer.

a-9

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 13*, 1955

We hereby certify, that the annexed

Attorney's Sale

Rufus George Steed

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *3*

successive weeks before the *11th*

day of *August*, 1955. The first

insertion being made the *21st* day of

July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

Filed 27 Sept, 1955

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notices

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,420 EQUITYNOAH A. HILLMAN,
Attorney Named in Mortgage,
versusRUFUS GEORGE STEED and
ROSAMOND J. STEED, his wife.

Ordered, this 11th day of August, 1955,
That the sale of the Real Estate in
these proceedings mentioned, made and
reported by Noah A. Hillman, At-
torney named in Mortgage, BE RATI-
FIED AND CONFIRMED, unless cause
to the contrary thereof be shown on
or before the 10th day of September
next; Provided, a copy of this Order
be inserted in some newspaper pub-
lished in Anne Arundel County, once
in each of three successive weeks be-
fore the 10th day of September next.

The report states that the amount of
sale was \$0,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

s-3

No. E. C.

14

CERTIFICATE OF PUBLICATIONAnnapolis, Md., *September 13*, 1955

We hereby certify, that the annexed

*Order Nisi Sale**Eq. 11,420**Rufus George Steed*

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*successive weeks before the *16th*day of *September*, 1955. The firstinsertion being made the *13th* day of*August*, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman**Filed 27 Sept, 1955*

NOAH A. HILLMAN,
Attorney named in Mortgage,

PLAINTIFF

VS.

RUFUS GEORGE STEED and
ROSAMOND J. STEED, his wife,

DEFENDANTS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,420 EQUITY

* * * * *

PETITION TO COMPEL SETTLEMENT BY PURCHASERS

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Attorney named in Mortgage in this case, respectfully shows:

1. That on August 23, 1956 this Court, by its Order, overruled the Exceptions filed to ratification of sale and finally ratified the sale.
2. That the purchasers, Bernard Allen and Leatha Allen, his wife, to whom the property was sold for \$ 6,700.00, have not settled for the same although your petitioner has requested that it be done.
3. That because of the protracted litigation, foreseeable by your petitioner, the purchasers were put in possession of the property and are in possession, since your petitioner felt it was better to have the property occupied than to have it vacant. In addition, the purchasers made the \$ 500.00 deposit required and they have since made additional payments of \$ 930.00, or a total of \$ 1,430.00.
4. That your petitioner deems it necessary to close out this matter, at the earliest possible time, but it appears that the purchasers are either unable or unwilling to consummate the transaction.

WHEREFORE, your petitioner prays the Court to pass an Order,

(a) Allowing the purchasers a reasonable time to pay the balance of the purchase money, with proper adjustments and

(b) To authorize a re-sale of the property, at the risk of the purchasers, if the purchasers do not, within the time allowed, pay the balance of the purchase price.

AND, as in duty bound, etc.

Noah A. Hillman
Attorney named in Mortgage

ORDER OF COURT

The foregoing Petition, and other proceedings, having been by the Court read and considered, it is thereupon this 3^d day of January, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED:

1. That the purchasers, Bernard Allen and Leatha Allen, his wife, be and are hereby given 25 days after service of a copy of the foregoing Petition and this Order to pay the balance of the purchase price, with proper adjustments, to Noah A. Hillman, Attorney named in the Mortgage, whereupon he, the said Noah A. Hillman, shall execute a good and proper deed conveying the property to the purchasers.

2. That if the aforesaid purchasers do not pay the balance of the purchase money, with proper adjustments, within the above time limited then the Attorney named in the Mortgage be and he is hereby authorized to re-advertise and sell the property mentioned in this proceeding, at the risk of the aforesaid purchasers.

Benjamin Richardson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
BAPOLIS, MARYLAND

FILED

1957 JAN -4 PM 1:43

NOAH A. HILLMAN,
Attorney named in Mortgage,
PLAINTIFF

VS.

RUFUS GEORGE STEED, ET UX,
DEFENDANTS

*
*
*
*
*
*

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,420 EQUITY

PETITION FOR ALLOWANCE OF INTEREST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Attorney named in mortgage in this case, respectfully shows:

1. That the sale of the property described in this proceeding was made on August 11, 1955 and under the terms of sale the buyer was required, in addition to the payment of a deposit of \$ 500.00, to pay interest at 6% upon final ratification of sale.

2. That thereafter the Defendant, Rufus George Steed, delayed the final ratification of this sale, as will appear in the proceedings, until August 23, 1956; and afterward the buyers further delayed settlement and had to be compelled to settle, as will also appear by the proceedings, until the final settlement and payment on April 8, 1957.


3. That your petitioner desires to state an account with the Auditor of this Court but the matter of the adjustment of interest and the charge of interest is involved. Your petitioner believes that the mortgagees, Raymond Ely and Anna Ely ought not to be required to lose the interest since they have not done anything to delay ratification or settlement.

FILED

1957 APR 26 PM 3:40

WHEREFORE, your petitioner prays the Court to pass an Order directing the Auditor of this Court to allow interest on the mortgage debt to the date of settlement, namely, April 8, 1957, subject to all proper exceptions.

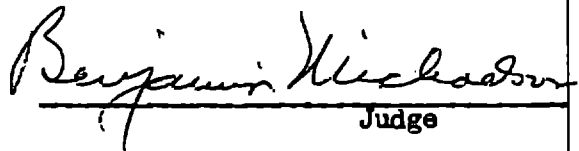
AND, as in duty bound, etc.


Attorney named in Mortgage

ORDER OF COURT

The foregoing Petition and other proceedings in this cause having been read and considered, it is thereupon this 26th day of April, 1957, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that the Court Auditor allow interest on the mortgage debt to April 8, 1957 subject to all proper exceptions.


Judge

In the Case of

Noah A. Hillman,
Attorney named in Mortgage:

VS.

Rufus George Steed
and

.....Rosamond J. Steed, his wife

**In the
Circuit Court**

For

Anne Arundel County

No. 11,420

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

.....May 4, 1957.

All of which is respectfully submitted.

Laura K. Hickling
Auditor.

FILED
1957 MAY -8 PM 3:17

Dr.

in ac.

Noah A. Hillman, Attorney named in Mortgage vs. Rufus George
 Steed and Rosamond J. Steed, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	247	81	347	81
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	51	50		
Jos. W. Alton, Jr. - Sheriff's costs	11	40		
Auditor - stating this account	18	00	100	90
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	69		
Glens Falls Ins. Co. - 1955 and 1956 bond premiums	52	00		
George W. Scible - auctioneer's fee	35	00		
John H. Hopkins, IV, Agent - insurance premium - 6/17/56 to 6/17/57	14	00		
One-half Federal documentary stemp	3	85		
One-half State documentary stamps	3	85		
Naomi K. Cox - notary fees	1	50	177	39
To Attorney for Taxes, viz:				
1954 State and County taxes	74	88		
1955 State and County taxes (\$83.58) - adjusted to 8/11/55	51	08		
Costs and interest - 1955 tax sale	15	38		
1954 Annapolis City taxes	63	81		
1955 Annapolis City taxes (\$60.47) - adjusted to 8/11/55	5	54	210	69
To Attorney for Benefit Charges, viz:				
Annapolis Water Dept. - metered water from 3/21/55 to 8/20/55	27	03	27	03
To Raymond Ely and Anna Ely, his wife, mortgagees - this balance on account mortgage claim	6,396	52	6,396	52
			7,260	34
Amount of mortgage claim filed	6,220	46		
Interest from 5/5/55 to 4/8/57 - 1 yr. 11 months 3 days (order of 4/26/57)	718	46		
	6,938	92		
Cr. Amount allowed above	6,396	52		
Balance subject to decree in personam	542	40		

with

Noah A. Hillman, Attorney named in Mortgage

Cr.

1955

Aug.

11

Proceeds of Sale

6,700 00

Interest on deferred payment to
date of settlement - 4/8/57

560 34

7,260 34

7,260 34

ORDER NISI

Noah A. Hillman,
 Attorney named in Mortgage
 VERSUS
 Rufus George Steed
 and
 Rosamond J. Steed, his wife

In the
CIRCUIT COURT
 For
ANNE ARUNDEL COUNTY

No. 11,420

Equity.

ORDERED, This 8th day of May, 1957, That the
 Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th
 day of June next; Provided a copy of this Order be inserted in some newspaper
 published in Anne Arundel County, once in each of three successive weeks before the
17th day of June next.

George T. Connell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of June, 1957, that the
 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
 to the contrary having been shown, and that the ~~same~~ proceeds apply the proceeds accordingly with a due proportion
 of interest as the same has been or may be received.

*Benjamin H. Michaelson,
 Judge*

FILED

1957 JUN 18 PM 3:42

1957 MAY -8 PM 3:17

FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,420 Equity
NOAH A. HILLMAN, Attorney named
in Mortgage
Vs.
RUFUS GEORGE STEED and ROSA-
MOND J. STEED, his wife
Ordered this 8th day of May, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 17th
day of June next: Provided, a copy
of this Order be inserted in some new-
paper published in Anne Arundel Coun-
ty, once in each of three successive
weeks before the 17th day of June
next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-80

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,420
Auditor account

Rufus George Steed

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 17th

day of June, 1957. The first

insertion being made the 16th

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

Hazel P. Tilghman

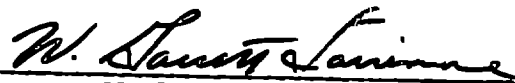
FILED

No. M. G. 11,420 JUN 10 PM 1:47

W. GARRETT LARRIMORE, ATTORNEY	:	IN THE
Named in Mortgage	:	
vs.	:	CIRCUIT COURT FOR
	:	
JAMES C. CAREY, and	:	ANNE ARUNDEL COUNTY
LOIS E. CAREY, his wife	:	EQUITY NO. 11,995
	:	
:	:	:
:	:	:
:	:	:
:	:	:

Mr. Clerk:

Please file the attached mortgage and docket suit in the above
entitled cause.


W. Garrett Larrimore
Attorney named in Mortgage

FILED

1957 JAN 17 04:11:39

No. 11,995 Equity

This Mortgage, Made this..... day of..... October..... in the year
nineteen hundred and..... fifty-five..... by and between..... **JAMES C. CAREY and LOIS E. CAREY,**
his wife,

hereinafter called "Mortgagors," and..... **RITCHIE SWIFT HOMES, INC.,** a body corporate,
hereinafter called "Mortgagee."

WHEREAS the Mortgagors now stand justly and bona fide indebted unto the Mortgagee, as evidenced by
their promissory note of even date herewith, in the full and just sum of..... **SIX THOUSAND NINE HUNDRED TWENTY-**

THREE AND 10/100----- (\$..... **6,923.10**)
Dollars, which sum includes the principal debt, interest thereon at the rate of six per cent per annum for the term
hereof, fire insurance on the current balance of principal indebtedness only, and credit life insurance, and which

total sum is payable in..... **60**..... monthly installments as follows:..... **59**
plus 1/12th taxes and special assessments
monthly installments of \$..... **56.56**..... each/and one..... **60**..... final installment of
\$..... **3585.06**..... the first of which monthly installments shall be due and payable commencing

November 1st,..... **19 55**....., and to better secure the payment of said note, and each
and every installment thereon and all costs, these presents are executed. In case of default in the payment of any
installment in whole or in part at the time limited and mentioned for the payment of the same as aforesaid or
default in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be
secured shall be deemed due and payable without notice or demand to the Mortgagors.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the
said Mortgagors do grant and convey unto the said Mortgagee, said Mortgagee's successor or assigns, in fee simple, all of that lot or
parcel of ground, situate or lying in..... **Anne Arundel**..... County, Maryland, bounded and described as follows, to-wit:

BEGINNING for the same 15 feet from the intersection of the center lines of the public
road leading from Gambrills to Baltimore and the public road leading from the above road
toward Glen Burnie; thence along the South side of said last mentioned public road,
North 71½ degrees East a distance of 220 feet; thence leaving said last mentioned road
and running parallel with the road leading from Gambrills to Baltimore in a Southerly
direction 120 feet; thence Westerly at right angles and parallel with the first mentioned
line of this description 220 feet to the Eastern boundary of the road leading from
Gambrills to Baltimore; thence along said Eastern boundary, North 19½ degrees West 120
feet to the place of beginning. Being Lot No. 1 of an unrecorded Plat.

BEING the same property in a Deed dated April 22, 1955 and recorded among the Land
Records of Anne Arundel County in Liber J.H.H. 923, folio 170 was granted and conveyed
by Lois E. Kierstead to James C. Carey.



TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and
advantages thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel or parcels of ground and premises unto and to the proper use and benefit of the
said Mortgagee, said Mortgagee's successor or assigns forever. **in fee simple.**

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid
the current outstanding balance owing on the aforesaid sum of money when and as the same may be due and payable, or before such
time as such may be due and payable if so elected by the Mortgagors, and shall perform all the covenants herein on their part to be
performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying
in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said
hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagors for them-
selves, their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in
payment of said money, or in any monthly installment thereof, at the time limited for the payment of the same, or in any agreement,
covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take
place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagors hereby

also authorize the said Mortgagee or assigns of said Mortgagee, or..... **W. Garrett Larrimore**
duly authorized Attorney or Agent of said Mortgagee, said Mortgagee's successor or assigns, after any default in the covenants or con-
ditions of this Mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy and pay said debt
including earned interest contained therein, and all costs incurred in making such sale, and to grant and convey the said property to
the purchaser or purchasers thereof, his, her or their heirs and assigns. Any such sale, whether under the above assent to a decree or
under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other
General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto; and which
sale shall be made in the manner following: viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some

newspaper printed in..... **Anne Arundel**..... County, and such other notice as by the said Mortgagee, said Mortgagee's successor
or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising
from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of \$100.00 and a commission to the
party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court
having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, said Mortgagee's
successor or assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid
to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness including principal and earned interest contained therein, equal to one-half the percentage allowed as commission to trustees

making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay;

and the said Mortgagee, said Mortgagee's successor or assigns or W. Garrett Larrimore their said Attorney shall not be required to receive the principal, earned interest and insurance charges only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, cost and commission, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, including earned interest, insurance charges, costs, expenses and commission.

WITNESS the hand S and seal S of the said Mortgagor S

TEST:

Marguerite B. Kessler
Marguerite B. Kessler
Marguerite B. Kessler
Marguerite B. Kessler

James C. Carey (SEAL)
JAMES C. CAREY
Lois E. Carey (SEAL)
LOIS E. CAREY
(SEAL)

CITY

STATE OF MARYLAND, ANNE ARUNDEL BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this FIRST day of October in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James C. Carey and Lois E. Carey, his wife,

the Mortgagor S named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared James J. Herro, President of RITCHIE (Mortgagee)

SWIFT HOMES, INC.

; and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

William G. Kearney
Notary Public
WILLIAM G. KEARNEY

My commission expires: MAY 1957

36
2627

Mortgage

From

JAMES C. CAREY AND
LOIS E. CAREY, HIS WIFE

To

RITCHIE SWIFT HOMES, INC.,

ASST
Received for Record
of OCT 1 1955 at 9:15 A.M.
and the same day recorded in Liber
G.T.C. Vol 38
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Received for Record OCT 13

1955 at 9:15 o'clock A M. Same

day recorded in Liber GTC No. 972

Folio 36 one of the land Records of

AA County and examined

per GEORGE T. CROMWELL, Clerk

Cost of Record \$

#2627

FOR VALUE RECEIVED, AND WITH RECOURSE, ASSIGNMENT
 the within Mortgage and the note thereby secured are hereby assigned unto ~~SHARON BUILDING & LOAN ASSOCIATION~~ ~~WITNESS the due execution hereof by the aforesaid Mortgagee as follows:~~

LOAN ASSOCIATION

RITCHIE SWIFT HOMES, INC.

BY: *James J. Herro*
 James J. Herro, President (SEAL)

REC'D FOR RECORD
 LAND RECORDS
 ANNE ARUNDEL COU
 1957 JAN 15 AM 10:
 & RECORDED IN LIBE
 NO. 972 FOLIO 38
 GEO. I. CROMWELL, C

Rec'd for record *Oct 13* 1955, at *9:15 A.M.*

Per George T. Cromwell, Clerk.

Mailed to *The Monumental Title Co.*

FOR VALUE RECEIVED, the within mortgage and the note thereby secured are hereby assigned without recourse unto RITCHIE SWIFT HOMES, INC.

WITNESS the due execution hereof by the aforesaid assignee, this 11th day of December 1956.

SHARON BUILDING AND LOAN ASSOCIATION, INC.

TEST: *C. Wharton Brown*
 C. Wharton Brown

Z. C. Hurwitz (SEAL)
 Z. C. Hurwitz, Vice-President

W. GARRETT LARRIMORE, Attorney	:	IN THE
named in Mortgage	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES C. CAREY, and	:	EQUITY NO. 11, 995
LOIS E. CAREY, his wife	:	
:	:	
:	:	
:	:	
:	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that, before me, the subscriber, a Notary Public of said state, in and for said county, personally appeared

John Dyker, and made oath in due form of law that he knows the defendant herein; and that to the best of his information, knowledge and belief;

(1) Said defendant is not in the military service of the United States;

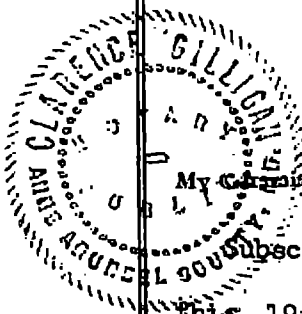
(2) Said defendant is not in the military service of any nation allied with the United States;

(3) Said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended;

(4) Said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

RITCHIE SWIFT HOMES, INC.

By John Dyker
John Dyker, Vice President



Subscribed and sworn to before me
this 19th day of January, 1957.

Clarence Gilligan
Notary Public
Clarence Gilligan

FILED

1957 JAN 29 AM 10:30

W. GARRETT LARRIMORE, Attorney	:	IN THE
named in Mortgage	:	
vs.	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
JAMES C. CAREY, and	:	
LOIS E. CAREY, his wife	:	EQUITY NO. 11995
:	:	
:	:	
:	:	

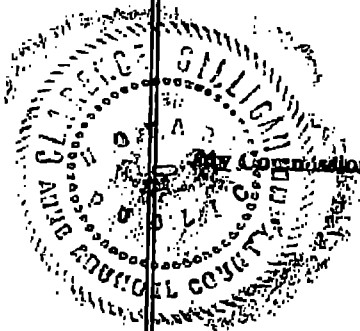
STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	\$6923.10
Less	
	1452.96
Less	
Total amount of Mortgage Indebtedness	5470.14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify, that on this 19th day of January, in the year 1957, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John Dyker and he made oath that the above is a correct statement of the amount due on said mortgage.

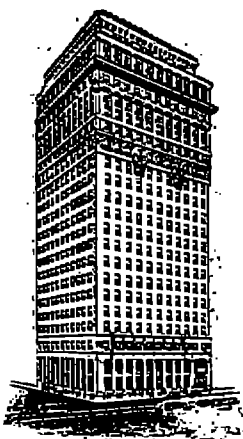
Witness my hand and seal.



Clarence Gilligan
Notary Public
Clarence Gilligan

FILED

1957 JAN 29 AM 10:30



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company

OF NEW YORK

ORGANIZED 1884.

No. 11,995

Equity.

BOND

ATTORNEY-MORTGAGE-ASSIGNEE

KNOW ALL MEN BY THESE PRESENTS, That we, W. Garrett Larrimore as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Six Hundred Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of January in the year of our Lord, nineteen hundred and fifty-seven.

Attorney named in Mortgage
WHEREAS W. Garrett Larrimore, ~~Assignee~~, by virtue of a power and authority contained in a mortgage from James C. Carey and Lois E. Carey to Ritchie Swift Homes, Inc. dated the 1st day of October in the year of 55 and recorded among the Land Records of Anne Arundel County in Liber GTC972 Folio 36 now held in due course of assignment by Ritchie Swift Homes, Inc., Assignee, the said mortgagee, its successors or assigns, or their duly constituted attorney or agent, were empowered to make sale of the lands and premises therein mentioned in case of default in any of its terms, covenants or conditions; and

WHEREAS default has occurred therein by reason of the failure of the said James C. Carey and Lois E. Carey, and the said W. Garrett Larrimore is about to exercise said power and to sell said property,

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bouden W. Garrett Larrimore, ~~Assignee~~, shall well and faithfully perform the trust reposed in him by said power, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

W. Garrett Larrimore (SEAL)

TEST:

Charlotte C. D. Drew

AMERICAN SURETY COMPANY OF NEW YORK

By:

P. W. Bass
Resident Vice President
Attorney in fact

Attest:

Resident Vice Secretary

FILED

1957 JAN 29 AM 10:30

Bond approved this 29th
day of January 1957.

George F. Cromwell, Clerk

W. GARRETT LARRIMORE, ATTORNEY : IN THE
 Named in Mortgage :
 vs. : CIRCUIT COURT FOR
 JAMES C. CAREY and : ANNE ARUNDEL COUNTY
 LOIS E. CAREY, his wife : EQUITY NO. 11995
 : : : : :

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 2nd day of March, 1957, sold the property described in the attached advertisement of sale at and for the sum of \$5,500.00 to Ritchie Swift Homes, Inc. it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

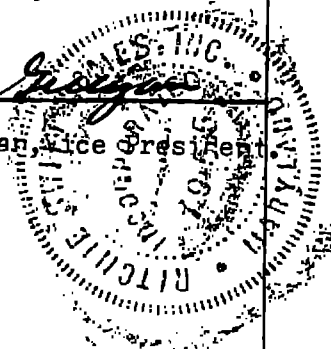
Robert H. Campbell
 Robert H. Campbell
 Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that we have this 2nd day of March, 1957, purchased the property described in the attached advertisement of sale from W. Garrett Larrimore, Attorney named in mortgage, at and for the sum of \$5,500.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

RITCHIE SWIFT HOMES, INC.

Clarence Gilligan
 by, Clarence Gilligan, Vice President



W. GARRETT LARRIMORE
 Solicitor
 12 Church Circle
 Annapolis, Maryland

**Attorney's
 Sale
 OF VALUABLE FEE
 SIMPLE PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from James C. Carey and Lois E. Carey to Ritchie Swift Homes, Inc., dated October 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 972, folio 36 (default having occurred thereunder) the undersigned Attorney, Named in Mortgage, will sell at Public Auction at the Courthouse door in the City of Annapolis on

**Saturday, March 2, 1957
 at 11:00 A. M.**

all that fee simple property situate and lying in the 4th District of Anne Arundel County, Maryland, described as follows:

Beginning for the same 15' from the intersection of the center lines of the public road leading from Gambrills to

Baltimore and the public road leading from the above road toward Glen Burnie; thence along the South side of said last mentioned public road, North 71 1/4° East a distance of 220'; thence leaving said last mentioned road and running parallel with the road leading from Gambrills to Baltimore in a Southwesterly direction 120'; thence Westerly at right angles and parallel with the last mentioned line of this description 220' to the Eastern boundary of the road leading from Gambrills to Baltimore; thence along said Eastern boundary, North 10 1/4° West 120' to the place of beginning. Being Lot No. 1 of an unrecorded Plat.

Property zoned Commercial, fronting 220' on New Cut Road and 120' on Clark Station Road. Improvements include a 3-room frame building and a new near-completed 5-room frame dwelling.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time of the sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, etc. to be adjusted to date of sale.

W. GARRETT LARRIMORE,
 Attorney Named in Mortgage.
 ROBERT H. CAMPBELL, Auctioneer.

F-28

FILED

1957 MAR -4 PM 1:09

W. GARRETT LARRIMORE, ATTORNEY	:	IN THE
Named in Mortgage	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES C. CAREY and	:	EQUITY NO. 11995
LOIS E. CAREY, his wife	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

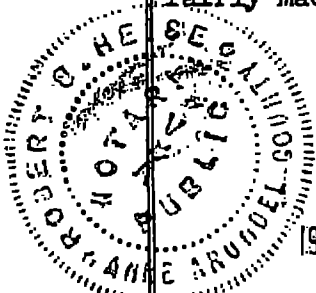
The report of sale of W. Garrett Larrimore, Attorney named in mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than 20 days preceding the day of sale, the said W. Garrett Larrimore, Attorney named in mortgage, did pursuant to said notice on the 2nd day of March, at 11:00 A.M. sell at the Court House door, the aforesaid fee simple property unto Ritchie Swift Homes, Inc. at and for the sum of Five Thousand Five Hundred Dollars (\$5,500.00), the said Ritchie Swift Homes, Inc, having offered the greatest price therefor.

W. Garrett Larrimore
 W. Garrett Larrimore
 Attorney Named In Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 4th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared W. GARRETT LARRIMORE, Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.



FILED

1957 MAR -4 PM 1:09

Robert S. Heise
 Robert S. Heise
 Notary Public

LIBER 104 PAGE 264
ORDER NISI

W. GARRETT LARRIMORE, ATTORNEY

Named in Mortgage

versus

JAMES C. CAREY and

LOIS E. CAREY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,995

Equity

Ordered, this 4th day of March, 1957, That the sale of the property in these proceedings mentioned made and reported by W. GARRETT LARRIMORE, Attorney Named in Mortgage

~~For order~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of April next.

1957
APR 4 PM 1:19
FILED

The report states that the amount of sales was ~~to be~~ \$5,500.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of

versus

JAMES C. CAREY and

LOIS E. CAREY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of April, 1957 that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same ~~is~~ ⁱⁿ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 APR 16 PM 3:48

Matthew J. Evans

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 11,905 Equity

W. GARRETT LARRIMORE, AT-
TORNEY Named in Mortgage
versusJAMES C. CAREY and LOIS E.
CAREY, his wife.

Ordered, this 4th day of March, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by W. GARRETT LARRIMORE,
Attorney Named in Mortgage 1:1
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 10th day of April next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each
of three successive weeks before the
10th day of April next.

This report states that the amount
of sale was \$3,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
M:28**CERTIFICATE OF PUBLICATION**Annapolis, Md., April 5, 1957

We hereby certify, that the annexed

Order Nisi to g. 11,995
Sale.James C. Carey
was published in**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 10thday of April, 1957. The firstinsertion being made the 7th day ofMarch, 1957.**FILED**

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. / 1957 APR 12 PM 12:49

By

H. Tilghman

In the Case of:

.....W. Garrett Larrimore,.....
.....Attorney named in Mortgage.....

VS.

James C. Carey
and

..... Lois E. Carey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,995

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

.....May 2, 1957.....

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

Auditor.

FILED
1957 MAY -4 AM 9:01
1957 MAY -4 AM 9:01

Dr. W. Garrett Larrimore, Attorney named in Mortgage, vs. James C. Carey and Lois E. Carey, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	196	13	296	13
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Surety Co. of N.Y. - bond premium	22	40		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Notary fee		50	121	71
To Attorney for Taxes, viz:				
1957 State and County taxes - adjusted	1	56	1	56
To Ritchie Swift Homes, Inc., mortgagee -				
this balance on account mortgage claim	5,066	60	5,066	60
			5,537	50
Amount of mortgage claim filed	5,470	14		
Cr. Amount allowed above	5,066	60		
Balance subject to decree in personam	403	54		

with

W. Garrett Larrimore, Attorney named in Mortgage

Cr.

1957

Mar.

2

Proceeds of Sale

5,500 00

Interest on deferred payment of

\$5,000 to 4/17/57

37 50

5,537 50

5,537 50

ORDER NISI

LIBER 104 PAGE 269

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

W. Garrett Larrimore,
Attorney named in Mortgage
VERSUS

James C. Carey
and
Lois E. Carey, his wife

No. 11,995 Equity.

ORDERED, This 10th day of May, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th
day of June next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
10th day of June next.

George I. Connell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1957 JUN 19 AM 11:11

1957 MAY -4 AM 9:01
FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 10, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,995
Auditor AccountJames C. Carey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 10thday of June, 1957. The firstinsertion being made the 9th day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,995 EquityW. GARRETT LARRIMORE, Attorney
Named in Mortgage

Vs.

JAMES C. CAREY And LOIS E.
CAREY, His Wife.Ordered, this 4th day of May, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 10th
day of June next; Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 10th day of June next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-23

FILED

No. 11837 - JUN 10 1957 - PM 1:47

15

LE ROY E. HOFFBERGER, *Assignee &*
~~Attorney named in the mortgage~~
215 N. Calvert Street
Baltimore-2, Maryland

IN THE

CIRCUIT COURT

vs.

ANNE ARUNDEL COUNTY

ARUNCO BUILDING COMPANY,
a body corporate,
Manhattan Beach Road
Anne Arundel County, Maryland,
(formerly THE GEORGE P. WOLF &
ASSOCIATES, INCORPORATED)

IN EQUITY

12,018 Equity

* * * * *

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the within suit and Plaintiff's

Exhibit No. 1.

[Signature]
LE ROY E. HOFFBERGER,
Assignee and Attorney

*215 N. Calvert St
Baltimore*

Mu 5-6011 Md.

FILED

1957 FEB -6 AM 11:18



MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—10/1/52

THIS MORTGAGE, Made this 7th day of MAY,

in the year nineteen hundred and fifty-four by and between

--- THE GEORGE P. WOLF & ASSOCIATES, INCORPORATED ---
a body corporate, incorporated under the Laws of the State of Maryland,
Mortgagor, ~~of the State of Maryland~~ of the first part, and
--- MERCHANTS MORTGAGE COMPANY --- a body corporate,
incorporated under the Laws of the State of Delaware, Mortgagee of the second part:

Whereas, the said Mortgagor is justly and bona fide indebted to the Mortgagee in the amount of FIFTY-SIX THOUSAND DOLLARS (\$56,000.00) this day loaned and advanced, which sum the said Mortgagor has agreed to repay to the Mortgagee six (6) months from the date hereof, together with interest at the rate of five (5) per centum per annum, payable quarterly, and accounting from the date hereof; and

Whereas, the said Mortgagor has agreed to use the proceeds of said mortgage in the construction of eight (8) dwellings on the hereinafter described properties, in accordance with plans and specifications as submitted by the Mortgagor and approved by the Mortgagee.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said ~~THE~~ GEORGE P. WOLF & ASSOCIATES, INCORPORATED,

does grant and convey unto MERCHANTS MORTGAGE COMPANY,
its successors ~~and assigns~~ and assigns,
in fee simple, all those eight (8) lots or parcels of ground situate and lying in the Third District of the County of Anne Arundel ~~County~~, State of Maryland ~~and described as follows, to wit: ---~~

All those lots of ground known and designated as Nos. 4, 17, 25, 39, 41, 42, 45 and 46 as shown on Plat of Riverdale Park prepared by James D. Hicks, Registered Surveyor, dated "Feb 1953" and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 10.

Said Lot No. 4 being a part of the lot of ground which by deed dated October 25, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 719, Folio 270, was granted and conveyed by Michael A. Jaworski and Helen D. Jaworski, his wife, to George P. Wolf & Associates, Incorporated.

Said Lots 17, 25, 39, 41, 42, 45 and 46 being a part of the lot of ground which by deed dated September 28, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785, Folio 436, was granted and conveyed by Michael A. Jaworski and Helen D. Jaworski, his wife, to George P. Wolf & Associates, Incorporated.

LIBER 104 PAGE 272

FILED
1957 FEB -6 AM 11:18

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of **MERCHANTS MORTGAGE COMPANY, its successors** ~~and~~ and assigns, forever.

Provided, that if the said **THE GEORGE P. WOLF & ASSOCIATES, INCORPORATED, its successors**

~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of **FIFTY-SIX THOUSAND & - - - - -** ~~00~~⁰⁰ dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on **its** part to be performed, then this Mortgage shall be void.

3

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, ~~its successors~~ ~~personal representatives~~ or assigns, or Samuel H. Hoffberger, its duly authorized Attorney, or Agent of the said Mortgagee, ~~its successors~~ ~~personal representatives~~ or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty & - - - - - 00/100 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, ~~its successors~~ ~~personal representatives~~ or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said part y of the first part, ~~its successors~~ ~~executors, administrators~~ or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part y of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least

FIFTY-SIX THOUSAND & - - - - - 00/100 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, ~~its successors~~ ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness

the

of the President and corporate seal of the Mortgagor
hand/ ~~and seal~~ the day and year first above written:

TEST:

Beulah T. Saltz
(Beulah T. Saltz)

THE GEORGE P. WOLF & ASSOCIATES, INCORPORATED

By *George P. Wolf*
(George P. Wolf)

President

[SEAL]

[SEAL]

State of Maryland,

City of Baltimore,

, ss:

LIBER 831 PAGE 51

I Hereby Certify, that on this

7th

day of

MAY,

in the year one

thousand nine hundred and fifty-four

before me.

a Notary Public

of the State of Maryland, in and for the City of Baltimore

aforesaid, personally appeared

GEORGE P. WOLF, President of THE GEORGE P. WOLF & ASSOCIATES, INCORPORATED,

the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage

to be the corporate act. At the same time also appeared

C. EDGAR SMITH, JR., Vice-

President of MERCHANTS MORTGAGE COMPANY, Mortgagee herein,

and made oath in due form

of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Beulah T. Saltz
(Beulah T. Saltz) Notary Public

LIBER 104 PAGE 10
FOR VALUE RECEIVED Merchants Mortgage Company hereby assigns t within mortgage and the debt secured thereby unto MARYLAND TRUST COMPANY. As witness the signature of its Vice-President and the seal of said body corporate this eleventh day of August 1954.

TEST:
By *Geo L Saur*
Geo L Saur-Secy
1925

MERCHANTS MORTGAGE COMPANY
By *C Edgar Smith Jr*
C Edgar Smith Jr - Vice President

FOR VALUE RECEIVED AND WITHOUT RECOURSE MERCHANTS MORTGAGE COMPANY
HEREBY ASSIGNS THE WITHIN MORTGAGE AND THE DEBT SECURED THEREBY UNTO
LEROY E HOFFBERGER, AS WITNESS THE SIGNATURE OF ITS VICE PRESIDENT AND
THE SEAL OF SAID BODY CORPORATE THIS 24th day of January 1957.

TEST:
By *Geo L Saur*
Geo L Saur-Secy

MERCHANTS MORTGAGE COMPANY
By *George L Schnader Sr*
George L Schnader Sr-Vice-President.

MORTGAGE	
FROM	THE GEORGE F. WOLF & ASSOCIATES, INCORPORATED,
TO	MERCHANTS MORTGAGE COMPANY
BLOCK NO.	
Received for Record <i>12 May 19 54</i>	
at <i>7:40 o'clock</i> A. M. Same day recorded	
in Libby <i>8/11/76</i> No. <i>831</i> Folio <i>119</i> &c.	
<i>Samuel</i> Records of <i>HA Co.</i>	
and examined per	
JOHN H. HOPKINS, and	Clerk
Cost of Record, \$	
SAMUEL H. HOFFBERGER	
215 N. CALVERT ST.	
BALTIMORE 2, MARYLAND	

For value received the Maryland Trust Company hereby assigns without recourse unto Merchants Mortgage Company, the within mortgage and the mortgage debt thereby secured. As witness the corporate seal of said Maryland Trust Company and the signature or its Vice President and duly attested by its Assistant Secretary this 15th day of August, 1955.

MARYLAND TRUST COMPANY

ATTEST:
F. H. Waldman
F. H. Waldman Asst. Secretary

John R. Cupit
John R. Cupit Vice President

~~FOR VALUE RECEIVED & WITHOUT RECOURSE MERCHANTS MORTGAGE COMPANY~~
~~HEREBY ASSIGNS THE WITHIN MORTGAGE AND THE DEBT SECURED THEREBY~~
~~AS WITNESS THE SIGNATURE OF ITS VICE PRESIDENT AND~~
~~THE SEAL OF SAID BODY CORPORATE THIS 24th day of January 1957.~~
~~TEST:~~
~~By *Geo L Saur*~~
~~Geo L Saur-Secy~~

~~MERCHANTS MORTGAGE COMPANY~~
~~By *George L Schnader Sr*~~
~~George L Schnader Sr-Vice-President.~~

5M-3-51.

SHORT ASSIGNMENT OF MORTGAGE

FROM

MERCHANTS MORTGAGE COMPANY

TO

MARYLAND TRUST COMPANY

Received for Record 12 Aug 1954at 11.30 o'clock A.M. Same dayrecorded in Liber 144 No. 831Folio 51 etc., one of the LandAnne Arundel
Records of ~~Baltimore~~ County, and examined.

Per

JOHN H. HOPKINS, Sr.

Clerk.

pd. 100

5M-3-51.

SHORT ASSIGNMENT OF MORTGAGE

FROM

MARYLAND TRUST COMPANY

TO

MERCHANTS MORTGAGE COMPANY

Received for Record 29 AUG 1955at 10.40 o'clock A.M. Same dayrecorded in Liber 144 No. 831Folio 51 etc., one of the LandAnne Arundel
Records of ~~Baltimore~~ County, and examined.

Per

GEORGE T. CROMWELL, Clerk

Clerk.

100 PD

SHORT ASSIGNMENT OF MORTGAGE

FROM

MERCHANTS MORTGAGE COMPANY

TO

LEROY E. HOFFBERGER, ATTORNEY

BLOCK

Received for Record

at 11.30 o'clockRecorded in Liber 144 No. 831Folio 51 etc., one of the Land

Records of Baltimore City, and examined.

Per

SAMUEL H. HOFFBERGER

215 N. CALVERT ST.

BALTIMORE 2, MARYLAND

Clerk.

RECORDED FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

JAN 26 AM 9:17

RECORDED IN LIBER GTC
NO. 831 FOLIO 51
GEO. T. CROMWELL, CLERK

LE ROY E. HOFFBERGER, Assignee,
215 N. Calvert Street
Baltimore-2, Maryland

vs.

UNITED STATES OF AMERICA, and
ARUNCO BUILDING COMPANY,
a body corporate,
Manhattan Beach Road
Anne Arundel County, Maryland
(formerly THE GEORGE P. WOLF &
ASSOCIATES, INCORPORATED)

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY

No. 12018

* * * * *

PETITION, AFFIDAVIT AND ORDER

PETITION TO QUIET TITLE OF THE UNITED STATES OF AMERICA ON LEASE-
HOLD PROPERTIES KNOWN AS LOTS NOS. 17 and 25, AND THE IMPROVEMENTS
THEREON, BOTH OF WHICH LOTS ARE LOCATED IN THE THIRD DISTRICT OF
ANNE ARUNDEL COUNTY AND MORE PARTICULARLY SHOWN ON THE PLAT OF
RIVERDALE PARK PREPARED BY JAMES D. HICKS, REGISTERED SURVEYOR,
DATED FEBRUARY 19, 1953, and RECORDED AMONG THE PLAT RECORDS OF
ANNE ARUNDEL COUNTY IN PLAT CABINET 4, ROD D-6 FOLIO 10

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of LE ROY E. HOFFBERGER, Assignee of MERCHANTS MORTGAGE
COMPANY, respectfully represents unto your Honor:

1. That on May 7, 1954, GEORGE P. WOLF AND ASSOCIATES, INCORPORATED,
(who by amendment to its Charter duly filed with the State Tax Commission
of Maryland, changed its name to ARUNCO BUILDING COMPANY) executed to
MERCHANTS MORTGAGE COMPANY a fee simple mortgage in the amount of Eighty-six
Thousand Dollars (\$86,000.00), said mortgage being duly recorded among the
Land Records of Anne Arundel County in Liber J.H.H. No. 831, Folio 49.
Said mortgage was to run for a period of six (6) months from the date thereof.

2. That on or about June 6, 1955, an annual reversion of Ninety
Dollars (\$90.00) was created out of each of Lots 4, 17, 25, 39, 42, 44, 45
and 46, being all of the lots in the aforesaid mortgage.

3. That on January 24, 1957, said mortgage was assigned to your
Petitioner for purpose of foreclosure, said assignment having been recorded
on January 26, 1957, in Liber J.H.H. No. 831, Folio 51; that Lots 4, 39,
42, 44 and 45 have heretofore been released from the operation of said

FILED

1957 FEB 27 PM 1:54

mortgage, leaving Lots 17 and 25 subject to the aforesaid mortgage.

4. That real property taxes due Anne Arundel County and the State of Maryland for the years 1956 and 1957 also are due and unpaid.

5. That on October 25, 1955, in a proceeding now pending in this Honorable Court (Docket 16, Folio 124, Case No. 11551), the said ARUNCO BUILDING COMPANY made a deed for the benefit of its creditors, and asked this Honorable Court to assume jurisdiction, and George W. Taylor and William J. Boehm were appointed Trustees. That said Trustees, under an Order signed by this Honorable Court, have since abandoned all interest in the aforesaid lots of ground and the improvements thereon, inasmuch as the balance of the mortgage indebtedness exceeds the fair value of said properties.


6. That an examination of the Federal Lien Docket of this Honorable Court disclosed that on October 27, 1955, the United States of America entered a judgment against ARUNCO BUILDING COMPANY in the amount of Two Hundred and Sixty-Four Dollars and Sixteen Cents (\$264.16) which remains unpaid.

7. That under Title 28, Section 2410 of the United States Code Annotated, the above-mentioned lien, which was secured after the execution of said mortgage, constitutes a cloud on the legal title to the properties mentioned herein, and it is the desire of the Petitioner as Assignee of said mortgage to sell said properties at public auction, as provided in said mortgage, and at the sale of said properties, to be able to deliver to any prospective purchaser a good and marketable leasehold title, free and clear of the above-mentioned lien of the United States of America.

WHEREFORE, this Petition is filed, and a copy thereof directed to be served on the United States District Attorney for the District of Maryland, Post Office Building, Baltimore-2, Maryland, and two copies to be sent by Registered Mail to the Attorney General of the United States of America at Washington, District of Columbia; all as provided in the aforesaid

Title 28, Section 2410, of the United States Code Annotated.


AND as in duty bound, &c.


(LeRoy E. Hoffberger) Assignee -
Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

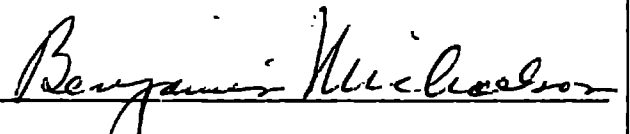
I HEREBY CERTIFY that on this 25th day of February, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LE ROY E. HOFFBERGER, Assignee as aforesaid, and Petitioner herein, and made oath in due form of law that the matters and facts set forth in the aforesaid Petition are true as therein stated, to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.


(Beulah T. Saltz) Notary Public
My commission expires May 6, 1957

ORDER

UPON the foregoing Petition and Affidavit, IT IS ORDERED by the Circuit Court of Anne Arundel County in Equity this 27th day of February, 1957, that a copy of this Petition be served on the United States District Attorney for the District of Maryland, Post Office Building, Baltimore-2, Maryland, and that two copies be sent by Registered Mail to the Attorney General of the United States of America, Washington, District of Columbia, as provided in said Petition.



Judge of the Circuit Court of
Anne Arundel County

FILED

1957 FEB 28 PM 12:54

LE ROY E. HOFFBERGER, Assignee,

IN THE

vs.

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

UNITED STATES OF AMERICA and
ARUNCO BUILDING COMPANY,
a body corporate,
Manhattan Beach Road
Anne Arundel County, Maryland
(formerly THE GEORGE P. WOLF &
ASSOCIATES, INCORPORATED)

IN EQUITY

No. 12018

* * * * *

STATEMENT OF MORTGAGE DEBT

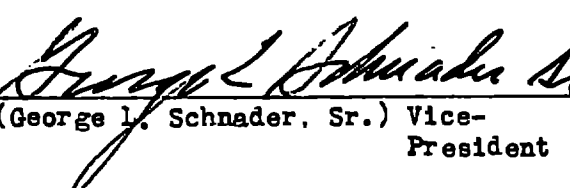
Re: Lots Nos. 17 and 25, and the improvements
thereon, on Plat of Riverdale Park, re-
corded among the Plat Records of Anne
Arundel County in Plat Cabinet 4, Rod D-6, Folio
10, Anne Arundel County, Maryland

Statement of the Mortgage Claim of MERCHANTS MORTGAGE COMPANY under the
mortgage from GEORGE P. WOLF AND ASSOCIATES, INCORPORATED (who by amendment
to its Charter duly filed with the State Tax Commission of Maryland, changed
its name to ARUNCO BUILDING COMPANY), dated May 7, 1954, and recorded among
the Land Records of Anne Arundel County in Liber J.H.H. No. 831, Folio 49:

Amount of Original Mortgage on Lots Nos. 4, 17, 25, 39,
42, 44, 45 and 46 on Plat of Riverdale Park
as aforesaid \$56,000.00

Less: Release of Lots 39, 42, 41 and 46 @ \$7,000.00 each	\$28,000.00	
Release of Lots 4, 17, 25 and 45 for creation of ground rents @ \$500.00 each	2,000.00	
Release of Lots 4 and 45 (leasehold) @ \$6,500.00 each	13,000.00	43,000.00
Balance due on Lots Nos. 17 and 25		\$13,000.00
Returned by Trustees as per Trust Agreement		1,000.00
		12,000.00
Interest to 12/6/56	1,339.38	
Interest from 12/7/56 to 3/7/57	162.50	1,501.88
Balance due Merchants Mortgage Company		\$13,501.88

MERCHANTS MORTGAGE COMPANY

By 
(George L. Schnader, Sr.) Vice-
President

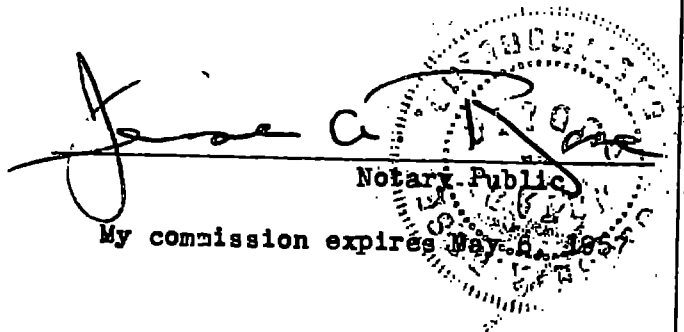
FILED

1957 MAR -5 PM 1:12

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of March, in the year nineteen hundred and fifty-seven, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GEORGE L. SCHNADER, SR., Vice-President of MERCHANTS MORTGAGE COMPANY, and made oath in due form of law that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.


Notary Public
My commission expires May 6, 1957

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. -12,018 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy E. Hoffberger
215 North Calvert Street
Baltimore 2, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of Ten Thousand and 00/100 (\$10,000.00)
Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of February
in the year of our Lord 1957

Whereas, the above bounden LeRoy E. Hoffberger

by virtue of the power contained in a mortgage from Arunco Building Company formerly
The George P. Wolf and Associates Incorporated
to Merchants Mortgage Company
bearing date the 7th day of May, 1954 and recorded
among the mortgage records of Circuit Court of Anne Arundel County
in Liber JHH No. 831 Folio 49 and duly assigned of
record for purposes of foreclosure and LeRoy E. Hoffberger

is about to sell the land and premises described in said mortgage, default having been made in the payment
of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
LeRoy E. Hoffberger

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above
obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LeRoy E. Hoffberger

has hereto set his hand and seal and the said body corporate has caused these presents to be
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Paul H. Saltz

LeRoy E. Hoffberger (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

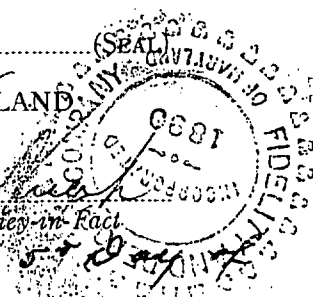
A. A. McLaughlin
A. A. McLaughlin As to Surety
MD3228a-500, 1-51 129351
Mortgagee's or Attorney's Bond

By Joseph C. McHugh Attorney-in-Fact

Bond approved this 5th Day of
March 1957

George T. Promissell Clerk

1957 MAR -5 PM 1:12



Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. 12,018 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy E. Hoffberger
215 North Calvert Street
Baltimore 2, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 (\$5,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of March
 in the year of our Lord 1957

Whereas, the above bounden LeRoy E. Hoffberger

by virtue of the power contained in a mortgage from Arunco Building Company formerly
The George P. Wolf and Associates Incorporated
 to Merchants Mortgage Company

bearing date the 7th day of May, 1954 and recorded
 among the mortgage records of Circuit Court of Anne Arundel County
 in Liber JHH No. 831 Folio 49 and duly assigned of
record for purposes of foreclosure and LeRoy E. Hoffberger

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
LeRoy E. Hoffberger

do and shall well and truly and faithfully perform the trust reposed in him
 under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LeRoy E. Hoffberger

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Jesse A. Rose
 (Jesse A. Rose)

LeRoy E. Hoffberger (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin
 A. A. McLaughlin As to Surety

MD3228a—500, 1-51 129351
 Mortgagee's or Attorney's Bond

FILED

1957 MAR -6 AM 10:36

E. V. Shockley
 E. V. Shockley Attorney-in-Fact

add Bond approved this 6th day
of March 1957
Wm. T. Cromwell

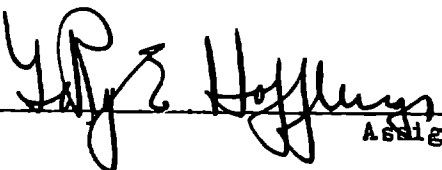
REPORT OF SALE

LE ROY E. HOFFBERGER, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
UNITED STATES OF AMERICA, and	*	ANNE ARUNDEL COUNTY
ARUNCO BUILDING COMPANY,	*	
(formerly THE GEORGE P. WOLF &	*	IN EQUITY
ASSOCIATES, INCORPORATED)	*	No. 12018

* * * * *

TO THE HONORABLE THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY:

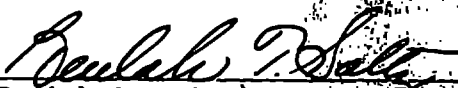
The Report of Sale of LE ROY E. HOFFBERGER, Assignee of MERCHANTS MORTGAGE COMPANY, to make sale of Lots Nos. 17 and 25 as shown on the Plat of Riverdale Park in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital, a daily newspaper, and the Maryland Gazette, both published in Anne Arundel County, and The Baltimore Sunday Sun and The Daily Record, daily newspaper published in Baltimore City, for more than three successive weeks preceding the day of sale, said Assignee did, pursuant to said notice, on Thursday, the 7th day of March, 1957, at 2:15 o'clock p.m., attend on the premises and then and there sold said lots of ground and the improvements thereon to FLEET BUILDING COMPANY for the sum of \$15,400.00.


Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of March, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LE ROY E. HOFFBERGER, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.


(Beulah T. Saltz) Notary Public
My commission expires May 6, 1957

FILED

1957 MAR 12 AM 10:53

LE ROY E. HOFFBERGER,

Solicitor

215 N. Calvert

Baltimore 2, Md.

Assignee's Sale**OF VALUABLE
LEASEHOLD
PROPERTIES**

Under and by virtue of the power and authority contained in a mortgage from THE GEORGE P. WOLF AND ASSOCIATES, INCORPORATED, (who by amendment to its Charter duly recorded among the Records of the State Tax Commission of Maryland, changed its corporate name to ARUNCO BUILDING MORTGAGE COMPANY, dated May 7, 1954, and duly recorded among the Land Records of Anne Arundel County in Liber T.H.H. No. 81, Folio 49-51, (the bank having occurred hereunder) the undersigned Assignee will sell at public auction on

THURSDAY**March 7, 1957****at 2 P. M.**

all those two (2) leasehold lots of ground and the improvements thereon known as Lots 17 and 25 as shown on the Plat of Riverdale Park duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 16, and located in the Third District of Anne Arundel County.

Subject to the payment of an annual ground rent of \$900.00 issuing out of each of said lots, and to any restrictive covenants and utility agreements affecting said properties.

The improvements consist of two one-story frame buildings with brick dwellings, containing 5 rooms and 1 bath and modern facilities.

TERMS OF SALE: A cash deposit of \$500.00 for each of said houses will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. Co. Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

NOTE: These properties are also being sold under an Order passed by the Circuit Court of Anne Arundel County in Equity Case No. 11561.

LE ROY E. HOFFBERGER,

Assignee of

MERCHANTS MORTGAGE COMPANY

ALEX COOPER—Auctioneer

212 N. Calvert Street,

Baltimore 2, Maryland.

F-28

LE ROY E. HOFFBERGER, Assignee

versus

UNITED STATES OF AMERICA, and
ARUNCO BUILDING COMPANY
(formerly The George P. Wolf &
Associates, Incorporated)

Ordered, this 12th day of March, 1957, That the sale of the
property in these proceedings mentioned
made and reported by LE ROY E. HOFFBERGER, Assignee

~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th
day of April next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 15th
day of April next.

was

The report states that the amount of sales ~~xxxx~~ \$ 15,400.00

Filed 12 Mar. 1957, 11:30 A.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

LE ROY E. HOFFBERGER, Assignee

versus

UNITED STATES OF AMERICA, and
ARUNCO BUILDING COMPANY
(formerly The George P. Wolf &
Associates, Incorporated)

ORDERED BY THE COURT, This 16th day of April, 1957
that the sale made and reported by the ~~Trustee~~ ^{Assignee} aforesaid, be and the same hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trustee~~ ^{Assignee} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 APR 16 PM 3:48

1.0

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,018 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term. 19

LE ROY E. HOFFBERGER, Assignee
215 N. Calvert Street
Baltimore 2, Maryland

vs

UNITED STATES OF AMERICA, and
ARUNCO BUILDING COMPANY,
a body corporate,
Manhattan Beach Road
Anne Arundel County, Maryland
(formerly THE GEORGE P. WOLF &
ASSOCIATES, INCORPORATED)

:
:
: IN THE
:
: CIRCUIT COURT OF
:
: ANNE ARUNDEL COUNTY
:
: IN EQUITY
:
: No. 12018
:
:

...oOo...

ANSWER TO PETITION TO QUIT TITLE OF UNITED STATES OF AMERICA

The United States of America by Leon H. A. Pierson, United States Attorney, and William J. Evans, Assistant United States Attorney, in and for the District of Maryland, answers the Petition to Quit Title of the United States of America, says:

1. That it has no knowledge of the facts alleged in Paragraph 1, neither admits nor denies the same.
2. That it has no knowledge of the facts alleged in Paragraph 2, neither admits nor denies the same.
3. That it has no knowledge of the facts alleged in Paragraph 3, neither admits nor denies the same.
4. That it has no knowledge of the facts alleged in Paragraph 4, neither admits nor denies the same.
5. That it has no knowledge of the facts alleged in Paragraph 5, neither admits nor denies the same.
6. That it admits the allegations of Paragraph 6 to the extent that a Notice of Federal Tax Lien and not a judgment was filed with the Clerk of this Honorable Court on October 27, 1955, against the ARUNCO BUILDING COMPANY in the amount of \$264.16, which sum remains

FILED

1957 APR -5 AM 9:13

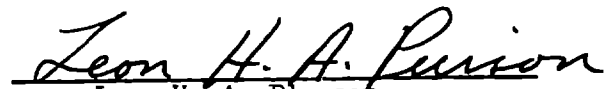
unpaid; and it further avers that an additional Notice of Federal tax lien was filed with the Clerk of this Honorable Court on March 20, 1957 against William J. Bohen and George M. Taylor, Trustees for ARUNCO BUILDING COMPANY in the amount of \$253.79, which sum remains unpaid; and it attaches hereto pertinent certificates of assessments and payments which are marked Exhibits A and B and made a part hereof.

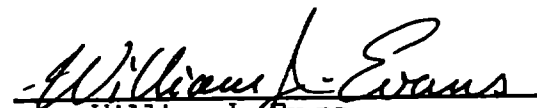
7. That it has no knowledge of the facts alleged in Paragraph 7, neither admits nor denies the same.

8. And further answering the Petition it denies that said mortgage is superior to said tax liens, unless this Court finds that said mortgage is a valid mortgage executed and recorded in compliance with Maryland laws prior to the time of filing of the Notice of Federal Tax Lien under the Internal Revenue laws; and it hereby asserts priority for its tax liens over all of the lienors and creditors in and to any surplus arising from the judicial sale of the premises covered by the mortgage being foreclosed in these proceedings after the mortgage debt has been satisfied in the event that said mortgage debt is given priority by this Honorable Court.


WHEREFORE, having fully answered the Petition, the United States of America avers that it has no objection to the foreclosure and prays this Honorable Court give proper priority to the tax liens in accordance with the law.

AND, as in duty bound, &c.


Leon H. A. Piersohn
United States Attorney


William J. Evans
Assistant United States Attorney

I HEREBY CERTIFY that a copy of the foregoing Answer to Petition to Quit Title of United States of America was mailed this 4th day of April, 1957, to Le Roy E. Hoffberger, 214 North Calvert Street, Baltimore 2, Maryland.


William J. Evans
Assistant United States Attorney

Enchil 'a' LIBER 104 PAGE 290

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE

IN RE: (NAME OF TAXPAYER)

Arunco Building Co.

Baltimore 2, Maryland

ADDRESS **J. C. Salganik**

3609 Glen Ave Baltimore 15, Maryland

**TO: Special Procedure Section Morton Bldg.
Baltimore 2, Maryland**

ATTENTION: (Symbols and date of letter)

1410:CLS 3/19/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax)

WT-FICA TAX

For the (period covered)

2/9/55

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED		PAID, ABATED, OR CREDITED		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
					5. DATE OR SCHED. NO.	6. AMOUNT		
2/9/55	Aug' 55	Dir. Spl. # 44 40358	847	53	9/23/55 9/29/55	100 00 483 37 264 16	CR OUTSTANDING	9/19/55 8/26/55-Transferred fr. Dir. Spl. # 28 5201(55) 23 C 8/17/55 1st Notice 8/17/55 Warrant for Distrain 8/17/55 Lien filed 10/12/55 Proof of Claim - 1/25/56

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE
March 20, 1957

APR - 5 AM 9:13
1214

DISTRICT DIRECTOR OF INTERNAL REVENUE

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

FORM 899 (REV. 10-54)

24

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE

IN RE: (NAME OF TAXPAYER)

Wm J. Bohan & Geo M. Taylor-Trs. For

Address Building Co. & Louis J. Sagner-Atty

Baltimore 2, Maryland

349 N. Calvert St Baltimore 2, Maryland

TO: Special Procedure Section, Morton Bldg.
Baltimore, Maryland

ATTENTION: (Symbols and date of letter)

1410:CLS 3/19/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) CORPORATION TAX

For the (period covered)

FISCAL 10/1/54-9/30/55

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED		PAID, ABATED, OR CREDITED		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
					5. DATE OR SCHED. NO.	6. AMOUNT		
Fisc. 10/1/54- 9/30/55	Apr' 56	CP-250401	253	79		253 79		OUTSTANDING Int to 4/20/56 Interest 5.28 Ext. to 3/15/56 23 C 4/13/56 1st Notice 4/20/56 Warrant for Distrain 9/25/56 Proof of Claim- 2/27/57 Jd. 3/28/57

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all obotements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE

March 20, 1957

DISTRICT DIRECTOR OF INTERNAL REVENUE

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

Form 899 (REV. 10-54)

LIBER 9 PAGE 3 LIBER 104 PAGE 292
A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

ADDITIONAL BOND 72 24 405

no. 12, 018

Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy E. Hoffberger
215 North Calvert Street
Baltimore 2, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Hundred and 00/100 (\$400.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of March
in the year of our Lord 1957

Whereas, the above bounden LeRoy E. Hoffberger

by virtue of the power contained in a mortgage from Arunco Building Company formerly
The George P. Wolf and Associates Incorporated
to Merchants Mortgage Company

bearing date the 7th day of May, 1954 and recorded
among the mortgage records of Circuit Court of Anne Arundel County
in Liber JHH No. 831 Folio 49 and duly assigned of
record for purposes of foreclosure and LeRoy E. Hoffberger

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
LeRoy E. Hoffberger

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LeRoy E. Hoffberger

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Paul H. Seltz

LeRoy E. Hoffberger (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin
A. A. McLaughlin, Attorney-in-Fact
MD3228a-500, 1-51 129351
Mortgagee's or Attorney's Bond

E. V. Shockley
E. V. Shockley, Attorney-in-Fact

Bond approved this 13th day of April 1957. George T. Cromwell

1957 APR -3 AM 10:05

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 12,018 Equity

LE ROY E. HOFFBERGER, Assignee
Vs.

UNITED STATES OF AMERICA,
and ARUNCO BUILDING COM-
PANY (formerly The George P. Wolf
& Associates, Incorporated)

Ordered, this 12th day of March, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by LE ROY E. HOFFBERGER,
Assignee Trustee, BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 15th day of April next; Provided,
a copy of this Order be inserted in
some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 15th day
of April next.

The report states that the amount of
sale was \$15,400.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

A-4.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,018

Arunco Building Company
\$15,400.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 15th

day of April, 1957. The first

insertion being made the 14th day of

March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M.G. 1957 APR 12 PM 12:49

28

Copy of Order Nisi received this 11 day of May 1957 MARYLAND GAZETTE.

Capital Gazette Press, Inc.

By _____

In the Case of

LeRoy E. Hoffberger,

Assignee.

VS.

Arunco...Building...Company,

et al

In the

Circuit Court

For

Anne Arundel County

#12,018

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 8, 1957

All of which is respectfully submitted.

Aura K. Dickling
Auditor.

Auditor.

FILED

1957 MAY 15 PM 1:55

Dr.

in ac.

LeRoy E. Hoffberger, Assignee vs. Arunco Building
Company, et al

To Assignee for Fee, viz:	50 00	
To Assignee for Commissions, viz:	495 62	545 62
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	45 00	
Jos. C. Deegan - Sheriff's costs	3 35	
Auditor - stating this account	18 00	76 35
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	42 52	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - ad proofs	4 71	
Fidelity & Deposit Co. of Md. -bond premiums	61 60	
Alex Cooper - auctioneer's fee	111 15	
Clerk of Court - recording assignment	1 00	
One-half Federal documentary stamps	8 53	
One-half State documentary stamps	8 52	
Beulah T. Saltz - notary fees	1 00	253 03
To Assignee for Ground Rent, viz:		
Semi-annual ground rent due 12/6/56	90 00	
Semi-annual ground rent due 6/6/57 - adj. 3 months 1 day	45 50	135 50
To Merchants Mortgage Co., assignee of the mortgage filed in these proceedings- in full for mortgage claim filed	13,501 88	13,501 88
To George W. Taylor and William J. Boehm, Trustees under Deed of Trust from the Arunco Building Company, mortgagor - this balance	1,008 45	1,008 45
		15,520 83

with

LeRoy E. Hoffberger, Assignee

Cr.

1957

Mar.

7

Proceeds of Sale

15,400 00

Interest on deferred payment to
4/25/57

120 83

15,520 83

15,520 83

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

LeRoy E. Hoffberger,
Assignee
VERSUS
Arunco Building, Company,
et al

No. 12,018

Equity.

ORDERED, This 15th day of May, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24th
day of June next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
24th day of June next.

Filed 15 May 1957 - 1:55 PM

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Matthew J. Evans
Judge

FILED

1957 JUN 25 PM 2:03

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 6, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,018
Auditor AccountArundel Building Co.
was published in**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 24thday of June, 1957. The firstinsertion being made the 23rd day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 11-4-97 1957 JUN -7 AM 10:30 By H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 12,018 Equity

LEROY F. HOFFBERGER, ASSIGNEE
Vs.

ARUNDEL BUILDING COMPANY, et al.

Ordered, this 15th day of May, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 24th
day of June next; Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 24th day of June next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

Ju-6

LE ROY E. HOFFBERGER
Attorney named in the mortgage
215 N. Calvert Street
Baltimore -2, Maryland

vs.

ARUNCO BUILDING COMPANY,
a body corporate
Manhattan Beach Road, Anne Arundel County,
Maryland
GEORGE P. WOLF
D. JEANNE WOLF
O. GEORGE SAUNDERS,
Guarantors

* IN THE
*
* CIRCUIT COURT OF
* ANNE ARUNDEL COUNTY
*
* IN
* EQUITY
* 12,017 Equity
*

* * * * *

ORDER TO DOCKET SUIT

Mr. Clerk:-

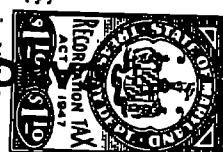
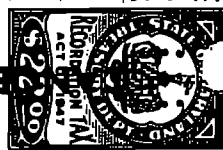
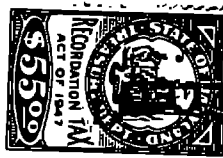
Please docket the within suit and Plaintiff's Exhibit No. 1.

Y.P. Hoffberger

Attorney named in the Mortgage
LeRoy E Hoffberger
215 N. Calvert St
Baltimore Md.
Mu 5-6011

FILED
1957 FEB -6 AM 11:18

BOOK 868 PAGE 7

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC. #37R-10/1/52THIS MORTGAGE, Made this 29th day of SEPTEMBER,

in the year nineteen hundred and fifty-four,

by and between

No. 12,017
Equity

----- ARUNCO BUILDING COMPANY -----
 a body corporate, incorporated under the Laws of the State of Maryland,
 Mortgagor, ~~of the~~ State of Maryland, of the first part, and

----- UNION FEDERAL SAVINGS AND LOAN ASSOCIATION -----
 a body corporate, incorporated under the Laws of the United States of America, Mortgagee - of the second part:

Whereas, the said Mortgagor is justly and bona fide indebted to the Mortgagee in the amount of NINETY-ONE THOUSAND DOLLARS (\$91,000.00) this day loaned and advanced, which sum the said Mortgagor has agreed to repay to the said Mortgagee one (1) year from the date hereof, together with interest at the rate of five (5) per centum per annum, payable quarterly, and accounting from the date hereof; and

Whereas, the said Mortgagor has agreed to use the proceeds of said mortgage in the construction of thirteen (13) dwellings on the hereinafter described properties, in accordance with plans and specifications as submitted by the Mortgagor and approved by the Mortgagee.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said ARUNCO BUILDING COMPANY,

does grant and convey unto UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors

~~and~~ and assigns,

in fee simple, all those thirteen (13) lots or parcels of ground situate and lying in the County of Anne Arundel, Third Election District, State of Maryland, aforesaid, and described as follows, to wit: ~~XXXXXXXXXXXX~~

ALL those lots of ground known and designated as Lots 15, 16, 37, 38, 40, 43, 44, 47, 18, 19, 22, 23 and 26 as shown on Plat of Riverdale Park prepared by James D. Hicks, Registered Surveyor, dated "Feb 1953" and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 10.

Said lots 15 and 16 being a part of the lot of ground which by deed dated October 25, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 719, Folio 270, was granted and conveyed by Michael A. Jaworski and Helen D. Jaworski, his wife, to George P. Wolf & Associates, Incorporated (said Corporation by an amendment to its Charter dated May 27, 1954, duly filed with the State Tax Commission of Maryland, having changed its name to "Arunco Building Company").

Said lots 37, 38, 40, 43, 44, 47, 18, 19, 22, 23 and 26 being a part

Plaintiff's Exhibit No. 1

LIBER 104 PAGE 300

1957 FEB -6 AM 11:18

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of the lot of ground which by deed dated September 28, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 785, Folio 436, was granted and conveyed by Michael A. Jaworski and Helen D. Jaworski, his wife, to said George P. Wolf & Associates, Incorporated, (now Arunco Building Company as aforesaid).

Lots Nos. 38, 18 and 19 aforesaid, are subject to a 10 foot easement for drainage, as shown on aforesaid plat.

IT IS UNDERSTOOD AND AGREED that GEORGE P. WOLF, D. JEANNE WOLF and O. GEORGE SAUNDERS hereby join in the execution of this mortgage to guarantee the repayment of the principal and interest hereby secured, when and as the same matures, and the performance of the covenants and conditions herein stated.

IT IS FURTHER UNDERSTOOD AND AGREED that the first party shall have the privilege of releasing the lots described herein from the operation and effect of this Mortgage, before default or maturity, upon the payment of the sum of \$7,000.00 for each lot so released, and all accrued interest on the amount of the mortgage indebtedness remaining due at the time of such prepayment and release; interest to be abated pro rata upon each payment on account of the aforesaid mortgage.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of **UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors** ~~and assigns~~ and assigns, forever, in fee simple.

Provided, that if the said **first party, its successors**

~~and assigns~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of **NINETY-ONE THOUSAND & - - - - - 00/100** dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on **its** part to be performed, then this Mortgage shall be void.

LIBER 104 PAGE 302

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, ~~its successors~~ ~~or assigns, or~~ **Le Roy E. Hoffberger**, the duly authorized Attorney or Agent of the said Mortgagee, ~~its~~ ~~successors~~ ~~or assigns, or~~ after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of **Fifty & - - - - 00/100** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, ~~its~~ ~~successors~~ ~~or assigns, or~~ to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said party of the first part, ~~its successors~~ ~~executors, administrators~~ or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least **NINETY-ONE THOUSAND & - - - - - 00/100** dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, ~~its~~ ~~successors~~ ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of the President and corporate seal of the Mortgagor, and the hands and seals of the Guarantors the day and year first above written:

ARUNCO BUILDING COMPANY

TEST:

Margaret J. Brennan
(Margaret J. Brennan)

By *George P. Wolf*
(George P. Wolf) President Mortgagor

George P. Wolf [SEAL]
(George P. Wolf)

D. Jeanne Wolf [SEAL]
(D. Jeanne Wolf)

O. George Saunders (Seal)
(O. George Saunders) Guarantors

State of Maryland, City of Baltimore,

I Hereby Certify, that on this *29th* day of **SEPTEMBER**, in the year one thousand nine hundred and **fifty-four**, before me, a Notary Public

of the State of Maryland, in and for the **City of Baltimore** aforesaid, personally appeared **GEORGE P. WOLF, President of ARUNCO BUILDING COMPANY,**

the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the corporate act. At the same time also appeared **ALBERT R. De FORD,**

the Mortgagee named in the foregoing Mortgage, Vice-President of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Margaret J. Brennan
(Margaret J. Brennan) Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th day of September, 1954, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GEORGE P. WOLF, D. JEANNE WOLF and O. GEORGE SAUNDERS, Guarantors, and acknowledged the foregoing guarantee of mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

Margaret J. Brennan
(Margaret J. Brennan) Notary Public

Recorded: Sept/ 30, 1954 at 1 P.M.

MORTGAGE

FROM

ARUNCO BUILDING COMPANY

TO

UNION FEDERAL SAVINGS AND LOAN

ASSOCIATION

BLOCK NO.

Received for Record 29 Sept., 19 54.

at 1 o'clock 1 M. Same day recorded

in Lib No. 868 Folio 7 &c.,

Land Records of H.A.C.

and examined per

JOHN H. HOPKINS, JR.

Clerk

Cost of Record, \$

SAMUEL H. HOFFBERGER

215 N. CALVERT ST.

BALTIMORE 2, MARYLAND

LE ROY E. HOFFBERGER
Attorney named in the mortgage
215 N. Calvert Street
Baltimore-2, Maryland

IN THE

CIRCUIT COURT OF

vs.

ANNE ARUNDEL COUNTY

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY,

IN EQUITY

a body corporate,

GEORGE P. WOLF

No. 12017

D. JEANNE WOLF

O. GEORGE SAUNDERS

Guarantors

* * * * *

PETITION, AFFIDAVIT AND ORDER

PETITION TO QUIET TITLE OF THE UNITED STATES OF AMERICA ON LEASEHOLD PROPERTIES KNOWN AS LOTS NOS. 18, 19, 22, 26, 37, 38 and 44, and THE IMPROVEMENTS THEREON, ALL OF WHICH LOTS ARE LOCATED IN THE THIRD DISTRICT OF ANNE ARUNDEL COUNTY AND MORE PARTICULARLY SHOWN ON THE PLAT OF RIVERDALE PARK PREPARED BY JAMES D. HICKS, REGISTERED SURVEYOR, DATED FEBRUARY 19, 1953, AND RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT CABINET 4, ROD D-6 FOLIO 10

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of LE ROY E. HOFFBERGER, Attorney named in the mortgage to sell Lots Nos. 18, 19, 22, 26, 37, 38 and 44 and the improvements thereon as shown on the Plat of Riverdale Park prepared by James D. Hicks, Registered Surveyor, dated "Feb. 1953" and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 10, respectfully represents unto your Honor:

1. That on September 29, 1954, ARUNCO BUILDING COMPANY executed to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION a fee simple mortgage in the amount of Ninety-one Thousand Dollars (\$91,000.00) covering thirteen (13) lots of ground and the improvements thereon, which mortgage is dated September 29, 1954, and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 868, Folio 7. Said mortgage was to run for a period of one (1) year from the date thereof.

2. That on or about June 1, 1955, an annual ground rent of Ninety Dollars (\$90.00) was created on each of the aforesaid properties, so that UNION FEDERAL SAVINGS AND LOAN ASSOCIATION continues to hold its mortgage subject to the aforesaid ground rents.

3. That the remaining properties in the mortgage, namely, Lots

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Nos. 15, 16, 40, 43, 47 and 23, have been released from said mortgage from time to time prior to the institution of the proceedings hereinafter referred to, and Union Federal Savings and Loan Association has been paid for the release of said properties in accordance with the terms of said mortgage.

4. That on October 25, 1955, in a proceeding now pending in this Honorable Court (Docket 16, Folio 124, Case No. 11551), the said ARUNCO BUILDING COMPANY made a deed for the benefit of its creditors, and asked this Honorable Court to assume jurisdiction, and George M. Taylor and William J. Boehm were appointed Trustees. That said Trustees, under an Order signed by this Honorable Court, have since abandoned all interest in the aforesaid lots of ground and the improvements thereon, inasmuch as the balance of the mortgage indebtedness exceeds the fair value of said properties.

5. That an examination of the Federal Lien Docket of this Honorable Court disclosed that on October 27, 1955, the United States of America entered a judgment against ARUNCO BUILDING COMPANY in the amount of Two Hundred and Sixty-Four Dollars and Sixteen Cents (\$264.16) which remains unpaid.

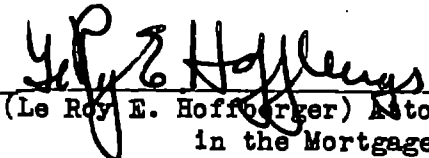
6. That real property taxes due Anne Arundel County and the State of Maryland for the years 1956 and 1957 also are due and unpaid.

7. That under Title 28, Section 2410 of the United States Code Annotated, the above-mentioned lien, which was secured after the execution of said mortgage, constitutes a cloud on the legal title to the properties mentioned herein, and it is the desire of the Petitioner as Attorney named in the Mortgage to sell said properties at public auction, as provided in said mortgage, and at the sale of said properties, to be able to deliver to any prospective purchaser a good and marketable leasehold title, free and clear of the above-mentioned lien of the United States of America.

WHEREFORE, this Petition is filed, and a copy thereof directed to be served on the United States District Attorney for the District of Maryland, Post Office Building, Baltimore-2, Maryland, and two copies to be sent by

Registered Mail to the Attorney General of the United States of America
at Washington, District of Columbia; all as provided in the aforesaid
Title 28, Section 2410, of the United States Code Annotated.

AND as in duty bound, &c.


(Le Roy E. Hoffberger) Attorney named
in the Mortgage - Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th day of February,
1957, before me the subscriber, a Notary Public of the State of Maryland, in
and for the City of Baltimore aforesaid, personally appeared LE ROY E.
HOFFBERGER, Attorney named in the Mortgage, as aforesaid, and Petitioner
herein, and made oath in due form of law that the matters and facts set forth
in the foregoing Petition are true as therein stated, to the best of his
knowledge and belief.

AS WITNESS my hand and Notarial Seal.

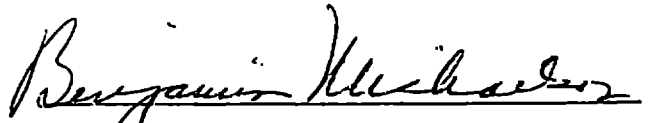

(Beulah T. Saltz) Notary Public

My commission expires May 6, 1957

8

O R D E R

UPON the foregoing Petition and Affidavit, IT IS ORDERED by the Circuit Court of Anne Arundel County in Equity this 27th day of February, 1957, that a copy of this Petition be served on the United States District Attorney for the District of Maryland, Post Office Building, Baltimore-2, Maryland, and that two copies be sent by Registered Mail to the Attorney General of the United States of America, Washington, District of Columbia, as provided in said Petition.



Judge of the Circuit Court of
Anne Arundel County

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-4-

LE ROY E. HOFFBERGER,
Attorney named in the Mortgage,

vs.

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY,
a body corporate,
GEORGE P. WOLF
D. JEANNE WOLF
O. GEORGE SAUNDERS
Guarantors

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY

No. 12017

* * * * *

STATEMENT OF MORTGAGE DEBT

Re: Lots Nos. 18, 19, 22, 26, 37, 38 and 44, and
improvements thereon, on Plat of Riverdale
Park, recorded among the Plat Records of
Anne Arundel County in Plat Cabinet 4,
Rod D-6, Folio 10, Anne Arundel County, Maryland

Statement of the Mortgage Claim of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION
under the mortgage from ARUNCO BUILDING COMPANY to UNION FEDERAL SAVINGS AND
LOAN ASSOCIATION dated September 29, 1954, and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No. 868, Folio 7:

Amount of Original Mortgage on Lots 15, 16, 18, 19, 22, 23, 26, 37, 38, 40, 43, 44 and 47 on Plat of Riverdale Park as aforesaid				\$91,000.00
Less: Release of Lots 40, 15, 23, 47 and 16 @ \$7,000.00 each			\$35,000.00	
Release of Lot 43 @ \$6,500.00			6,500.00	
Release for creation of ground rents			4,000.00	45,500.00
Balance due on Lots 18, 19, 22, 26, 37, 38 and 44				\$45,500.00
Returned by Trustees, as per Trustees' Agreement			\$ 5,000.00	
Less:				
Interest to 12/6/56	\$2,886.28			
Ground Rents advanced by Association:				
12/6/55	\$315.00			
6/6/56	315.00			
12/6/56	315.00	945.00		
Insurance Premiums advanced by Association:				
9/29/55	175.42			
9/29/56	170.76	346.18	4,177.46	822.54
				\$44,677.46
Interest 12/7/56 to 3/7/57				558.47
Balance due Union Federal Savings and Loan Association				\$45,235.93

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By Albert R. De Ford
(Albert R. De Ford) Vice-President

TEST

C. D. Button
(C. D. Button) Secretary

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1957 MAR -5 PM 1:10

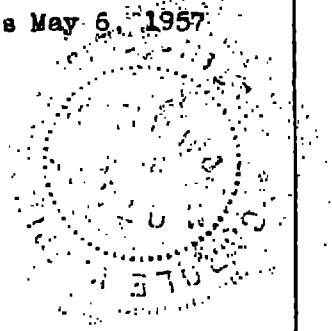
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, in the year nineteen hundred and fifty-seven, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALBERT R. De FORD, Vice-President of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Carole C. Franges
Notary Public

My commission expires May 6, 1957



Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

no. 12017. Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy E. Hoffberger
215 North Calvert Street
Baltimore 2, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of Forty and 00/100 Thousand (\$40,000.00)

.....Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of February
in the year of our Lord 1957

Whereas, the above bounden LeRoy E. Hoffberger

by virtue of the power contained in a mortgage from Arunco Building Company, George P.
Wolf, D. Jeanne Wolf and O. George Saunders
to Union Federal Savings and Loan Association
bearing date the 29th day of September, 1954 and recorded
among the mortgage records of Circuit Court of Anne Arundel County
in Liber JHH No. 868 Folio 7 and
LeRoy E. Hoffberger

is about to sell the land and premises described in said mortgage, default having been made in the payment
of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
LeRoy E. Hoffberger

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above
obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LeRoy E. Hoffberger

has hereto set his hand..... and seal..... and the said body corporate has caused these presents to be
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Emilio P. Selig

LeRoy E. Hoffberger (SEAL)
LeRoy E. Hoffberger

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin
A. A. McLaughlin

As to Surety

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

FILED

By Joseph C. McHugh
Joseph C. McHugh Attorney-in-Fact

Bond approved this 5th day of
March 1957
Homer T. Cromwell Clerk

1957 MAR-5 PM 10:10

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. 12017 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy E. Hoffberger
215 North Calvert Street
Baltimore 2, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 (\$6,000.00)

.....Dollars,
 to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of March
 in the year of our Lord 1957

Whereas, the above bounden LeRoy E. Hoffberger

by virtue of the power contained in a mortgage from Arunco Building Company, George P. Wolf, D. Jeanne Wolf and O. George Saunders

to Union Federal Savings and Loan Association
 bearing date the 29th day of September 1954 and recorded
 among the mortgage records of Circuit Court of Anne Arundel County
 in Liber JHH No. 868 Folio 7 and
LeRoy E. Hoffberger

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
LeRoy E. Hoffberger

do and shall well and truly and faithfully perform the trust reposed in him
 under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LeRoy E. Hoffberger

has hereto set his hand..... and seal..... and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Jesse A. Rose
(Jesse A. Rose)

LeRoy E. Hoffberger (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

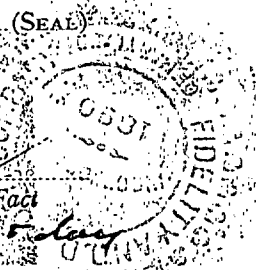
A. A. McLaughlin
A. A. McLaughlin As to Surety
 MD3228a-500, 1-51 12935
 Mortgagee's or Attorney's Bond

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1957 MAR -6 AM 10:42

E. V. Shockley
E. V. Shockley Attorney-in-Fact
add Bond approved this 6 day
of March 1957.

George T. Prommel Clerk



REPORT OF SALE

LE ROY E. HOFFBERGER,
Attorney Named in Mortgage

vs.

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY,
et al.

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

IN EQUITY
No. 12017

* * * * *

TO THE HONORABLE THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY:

The Report of Sale of LE ROY E. HOFFBERGER, Attorney Named in the Mortgage, to make sale of Lots Nos. 18, 19, 22, 26, 37, 38 and 44 as shown on the Plat of Riverdale Park in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital a daily newspaper and the Maryland Gazette, both published in Anne Arundel County, and The Baltimore Sunday Sun and The Daily Record, daily newspaper published in Baltimore City, for more than three successive weeks preceding the day of sale, said Attorney did, pursuant to said notice, on Thursday, the 7th day of March, 1957, at 2:15 o'clock p.m., attend on the premises and then and there sold said seven lots of ground and the improvements thereon to FLEET BUILDING COMPANY for the sum of \$7,200.00 each, or a total of \$50,400.00

Y. P. Hoffberger
Attorney Named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this *8th* day of March, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LE ROY E. HOFFBERGER, Attorney Named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Beulah T. Saltz
(Beulah T. Saltz) Notary Public
My commission expires May 6, 1957.

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1957 MAR 12 AM 10:53

LE ROY E. HOFFBERGER,
Collector
212 N. Calvert Street,
Baltimore 2, Maryland.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTIES

Under and by virtue of the power and authority contained in a mortgage from Armet Building Company to Union Federal Savings and Loan Association, dated September 20, 1954, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 818, Folio 7, (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at public auction on

**THURSDAY
March 7, 1957
at 2:15 P. M.**

all those seven (7) leasehold lots of ground and the improvements thereon known as Lots 18, 19, 22, 23, 37, 38 and 44 as shown on the Plat of Riverdale Park duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 10, and located in the Third District of Anne Arundel County.

Subject to the payment of an annual ground rent of \$90.00 issuing out of each of said lots, and to any restrictive covenants and utility agreements affecting said properties.

The improvements consist of seven one-story frame cottages with brick dwellings, containing 5 rooms and 1 bath and modern facilities.

TERMS OF SALE: A cash deposit of \$500.00 for each of said houses will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. Co. Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale. These properties will first be offered as a group and the bids reserved; the properties will then be offered singly, and the attorney reserves the right to accept the amount which will produce the higher sum.

NOTE: These properties are also being sold under an order passed by the Circuit Court of Anne Arundel County in Equity Case No. 11551.

LE ROY E. HOFFBERGER,
Attorney named in the Mortgage.
ALEX COOPER—Auctioneer
212 N. Calvert Street,
Baltimore 2, Maryland.

LIBER 104 PAGE 314
ORDER NISI

LE ROY E. HOFFBERGER, Attorney Named
In Mortgage

versus

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY,
et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,017

Equity

Ordered, this 12th day of March, 19 57, That the sale of the
property in these proceedings mentioned
made and reported by LE ROY E. HOFFBERGER, Attorney Named In Mortgage
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th
day of April next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 15th
day of April next.

The report states that the amount of sales ~~was~~ ^{was} \$ 50,400.00
Filed 12 Mar. 1957, 11:30 A.M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

LE ROY E. HOFFBERGER, Attorney Named
In Mortgage

versus

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY,
et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term. 19

ORDERED BY THE COURT, This 16th day of April, 1957
that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

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1957 APR 16 PM 3:48

Matthew S. Evans
Judge

LE ROY E. HOFFBERGER
Attorney named in the mortgage
215 N. Calvert Street
Baltimore 2, Maryland

vs

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY
a body corporate,
GEORGE P. WOLF
D. JEANNE WOLF
O. GEORGE SAUNDERS
Guarantors

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY
No. 12017

...oOo...

ANSWER TO PETITION TO QUIT TITLE OF UNITED STATES OF AMERICA

The United States of America by Leon H. A. Pierson, United States Attorney, and William J. Evans, Assistant United States Attorney, in and for the District of Maryland, answer the Petition to Quit Title of the United States of America, says:

1. That it has no knowledge of the facts alleged in Paragraph 1, and neither admits nor denies the same.
2. That it has no knowledge of the facts alleged in Paragraph 2, and neither admits nor denies the same.
3. That it has no knowledge of the facts alleged in Paragraph 3, and neither admits nor denies the same.
4. That it has no knowledge of the facts alleged in Paragraph 4, and neither admits nor denies the same.
5. That it admits the allegations of Paragraph 5 to the extent that a Notice of Federal Tax Lien and not a judgment was filed with the Clerk of this Honorable Court on October 27, 1955, against the ARUNCO BUILDING COMPANY in the amount of \$264.16, which sum remains unpaid; and it further avers that an additional Notice of Federal tax lien was

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1957 APR -5 AM 9:11

18

filed with the Clerk of this Honorable Court on March 20, 1957 against William J. Bohen and George M. Taylor, Trustees for ARUNCO BUILDING COMPANY in the amount of \$253.79, which sum remains unpaid; and it attaches hereto pertinent certificates of assessments and payments which are marked Exhibits A and B and made a part hereof.

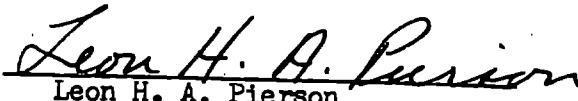
6. That it has no knowledge of the facts alleged in Paragraph 6, and neither admits nor denies the same.

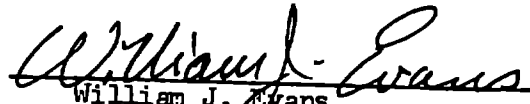
7. That it has no knowledge of the facts alleged in Paragraph 7, and neither admits nor denies the same.

8. And further answering the Petition it denies that said mortgage is superior to said tax liens, unless this Court finds that said mortgage is a valid mortgage executed and recorded in compliance with Maryland laws prior to the time of filing of the Notice of Federal Tax Lien under the Internal Revenue laws; and it hereby asserts priority for its tax liens over all of the lienors and creditors in and to any surplus arising from the judicial sale of the premises covered by the mortgage being foreclosed in these proceedings after the mortgage debt has been satisfied in the event that said mortgage debt is given priority by this Honorable Court.

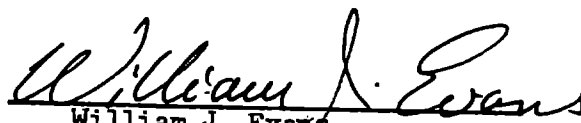
WHEREFORE, having fully answered the Petition, the United States of America avers that it has no objection to the foreclosure and prays this Honorable Court give proper priority to the tax liens in accordance with the law.

AND, as in duty bound, &c.


Leon H. A. Pierson
United States Attorney


William J. Evans
Assistant United States Attorney

I HEREBY CERTIFY that a copy of the foregoing Answer to Petition to Quit Title of United States of America was mailed this 4th, day of April, 1957, to Le Roy E. Hoffberger, 215 North Calvert Street, Baltimore 2, Maryland.


William J. Evans
Assistant United States Attorney

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER) Arunco Building Co.
Baltimore 2, Maryland	ADDRESS % J. C. Salganik 3609 Glen Ave Baltimore 15, Maryland
TO: Special Procedure Section Morton Bldg. Baltimore 2, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 3/19/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) WT-FICA TAX

For the (period covered)

2/Q/55

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. DR PAGE AND LINE	4. AMOUNT ASSESSED		PAID, ABATED, OR CREDITED		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
					5. DATE OR SCHED. NO.	6. AMOUNT		
2/Q/55	Aug' 55	Dir. Spl. # 44 40358	847	53	9/23/55 9/29/55	100 00 483 37 264 16	PA CR OUTSTANDING	9/19/55 8/26/55-Transferred fr. Dir. Spl. # 28 5201(55) 23 C 8/17/55 1st Notice 8/17/55 Warrant for Distraint 9/17/55 Lien filed 10/12/55 Proof of Claim - 1/25/56

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE

March 20, 1957

DISTRICT DIRECTOR OF INTERNAL REVENUE

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

FORM 899 (REV. 10-54)

Exhibit "B"

LIBER 104 PAGE 318

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE

IN RE: (NAME OF TAXPAYER)
Wm J. Bohen & Geo M. Taylor-Trs. For
Arunco Building Co. & Louis J. Sagner-Atty

Baltimore 2, Maryland

ADDRESS
349 N. Calvert St. Baltimore 2, Maryland

TO: Special Procedure Section, Morton Bldg.
Baltimore, Maryland

ATTENTION: (Symbols and date of letter)
1410:CLS 3/19/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) CORPORATION TAX

For the (period covered)

FISCAL 10/1/54-9/30/55

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED		PAID, ABATED, OR CREDITED		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
					5. DATE OR SCHED. NO.	6. AMOUNT		
FISC. 10/1/54- 9/30/55	Apr' 56	CP-250401	253	79		253 79		OUTSTANDING Int to 4/20/56 Interest 5.28 Ext. to 3/15/56 23 C 4/13/56 1st Notice 4/20/56 Warrant for Distrain 9/25/56 Proof of Claim- 2/27/57

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE
March 20, 1957

DISTRICT DIRECTOR OF INTERNAL REVENUE

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

FORM 899 (REV. 10-54)

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 12017
Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy E. Hoffberger
215 North Calvert Street
Baltimore 2, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of Four Thousand and Four Hundred and 00/100 (\$4,400.00)
Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of March
in the year of our Lord 1957

Whereas, the above bounden LeRoy E. Hoffberger

by virtue of the power contained in a mortgage from Arunco Building Company, George P.
Wolf, D. Jeanne Wolf and O. George Saunders
to Union Federal Savings and Loan Association
bearing date the 29th day of September 1954 and recorded
among the mortgage records of Circuit Court of Anne Arundel County
in Liber JHH No. 868 Folio 7 and
LeRoy E. Hoffberger

is about to sell the land and premises described in said mortgage, default having been made in the payment
of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
LeRoy E. Hoffberger

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above
obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LeRoy E. Hoffberger
has hereto set his hand and seal and the said body corporate has caused these presents to be
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Paul H. P. Scott

LeRoy E. Hoffberger (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

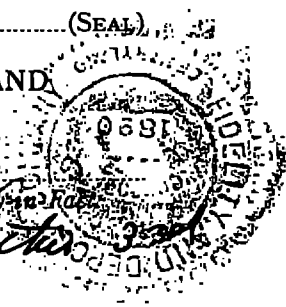
A. A. McLaughlin
A. A. McLaughlin, Attorney-in-Fact to Surety

MD3228a—\$00. 1-51 129351
Mortgagee's or Attorney's Bond

1957 APR -3 AM 10:05

E. V. Shockley
E. V. Shockley, Attorney-in-Fact
addl Bond approved this 3rd
day of April 1957

George T. Cromwell
Clerk



Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 12,017 Equity

LE ROY E. HOFFBERGER, Attorney
Named in Mortgage

Vs.

UNITED STATES OF AMERICA,
ARUNCO BUILDING COMPANY, et
al.

Ordered, this 12th day of March, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by LE ROY E. HOFFBERGER,
attorney Named in Mortgage BE
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 15th day of April next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 15th
day of April next.

The report states that the amount of
sale was \$50,400.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-4

CERTIFICATE OF PUBLICATIONAnnapolis, Md., April 9, 1957

We hereby certify, that the annexed

Order Nisi SaleE.g. 12,017Arundo Building Company
\$50,400.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 15thday of April, 1957. The firstinsertion being made the 14th day ofMarch, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**No. M.G. - 1957 APR 12 PM 12:49

24

In the Case of

.....
 LeRoy E. Hoffberger,

..... Attorney named in Mortgage

VS.

..... Arunco Building Company,

..... et al

In the

Circuit Court

For

Anne Arundel County

No. 12,017

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

..... May 13, 1957

All of which is respectfully submitted.

.....
Laura K. Jackling
 Auditor

FILED

1957 MAY 15 PM 1:54

26

Dr.

LeRoy E. Hoffberger, Attorney named in Mortgage vs.
Arunco Building Company, et al

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	1,288	20	1,338	20
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	47	00		
Jos. C. Deegan - Sheriff's costs	3	35		
Auditor - stating this account	27	00	87	35
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	41	50		
The Daily Record - advertising sale	42	40		
Cards, galley slips and plstage	15	12		
Fidelity & Deposit Co. of Md. - bond premiums	201	60		
Alex Cooper - auctioneer's fee	388	85		
One-half Federal documentary stamps	27	78		
One-half State documentary stamps	27	77		
Beulah T. Saltz - notary fees	1	00	803	78
To Attorney for Taxes, viz:				
1956 State and County taxes	1,286	03		
1957 State and County taxes (\$1,243.31) - adjusted to 3/7/57	179	80	1,465	83
To Attorney for Ground Rent, viz:				
Semi-annual ground rent due 6/6/57 - adjusted to 3/7/57	159	25	159	25
To Union Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	45,231	43	45,231	43
To United States of America - in full for Federal Tax Liens, viz:				
(1) Lien filed 10/12/55 - \$264.16 Interest (Letter of 5/10/57, hereto attached)	45.44			
(2) Lien filed 3/28/57 - \$253.79 Interest (See attached Letter)	17.51			
Lien Fee				
	309	60		
	271	30		
	4	75	585	65
To George W. Taylor and Wm. J. Boehm, Trustees under Deed of Trust from Arunco Building Co., mortgagor - this balance	1,148	51	1,148	51
			50,820	00

with

LeRoy E. Hoffberger, Attorney named in Mortgage

Cr.

1957

Mar.

7

Proceeds of Sale

50,400 00

Interest on deferred payment to

4/25/57

420 00

50,820 00

50,820 00

28 Hopkins Pl., Morton Bldg., 4th Flr.
May 10, 1957

1410:CLS

Miss Laura Jickling
c/o Judge of the Circuit Court
for Anne Arundel County
Annapolis, Maryland

Re: Arunco Building Co., Inc.
Manhattan Beach Road
Severna Park, Maryland
Deed of Trust

Dear Miss Jickling:

Pursuant to a telephone request by Mr. Jesse Rose, attorney at law, submitted herewith is an itemized statement of the balance due the Government by the above mentioned taxpayer:

WT-FICA 2/q/55	Tax	\$264.18	
	Interest	<u>45.44</u>	\$309.30
Corp. Income			
10/1/54-9/30/55	Tax	\$253.79	
	Interest	<u>17.51</u>	271.30
	Lien Fee		<u>4.75</u>
	TOTAL		\$585.65

Upon receipt of a certified check in the aforestated amount, releases of tax liens shall be forwarded to you immediately and the Proof of Claim file in this office shall be considered closed.

Yours very truly,

C. I. Fox
DISTRICT DIRECTOR

CC: Mr. Jesse Rose

JBZ:rls

ORDER NISI

LeRoy Hoffberger,
Attorney named in Mortgage
VERSUS
Arunco Building Company,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,017 Equity.

ORDERED, This 15th day of May, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24th
day of June, next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
24th day of June, next.

Filed 15 May 1957 - 1:55PM

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin H. Nicholson
Judge

FILED
1957 JUN 25 PM 3:58

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,017 EquityLEROY HOFFERGER, ATTORNEY
NAMED IN MORTGAGE

Vs.

ARUNCO BUILDING COMPANY, et
al.

Ordered, this 15th day of May, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 24th
day of June next. Provided, a copy of
this Order be inserted in some newa-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 24th day of June next.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

Ju-6

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 14, 1957

We hereby certify, that the annexed

Order Nisi Cg. 12,017
Auditor AccountArundo Building Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 24thday of June, 1957. The firstinsertion being made the 23rd day ofMay, 1957

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**No. M. C. 11-4-96
1957 JUN 14 AM 11:55

LeROY E. HOFFBERGER, Attorney : IN THE CIRCUIT COURT
named in the Mortgage : OF
VS. : ANNE ARUNDEL COUNTY
UNITED STATES OF AMERICA, :
ARUNCO BUILDING COMPANY, et al : In Equity #12017

.. . .

PETITION RE DEEDING OF BED OF STREETS TO
ANNE ARUNDEL COUNTY

TO THE HONORABLES, THE JUDGES OF SAID COURT:

The Petition of William J. Boehm and George M. Taylor,
Trustees herein, respectfully represent unto your Honor:-

(1) That your Petitioners and their counsel have investigated the matter of the original arrangement entered into between the debtor and the County Commissioners of Anne Arundel County, which was a condition precedent to the permit being granted to the debtor to erect houses in a development known as Riverdale Park and have ascertained that it was understood that certain streets that were to be laid out by the debtor were to be deeded to the County Commissioners of Anne Arundel County as more particularly set forth in a letter which has been received by your Petitioners and which is attached hereto and prayed to be considered as a part hereof, marked "Petitioners' Exhibit #1", from Jesse A. Rose, as Attorney for Fleet Building Company, wherein the said Fleet Building Company, purchaser of the said properties at a recent foreclosure sale, is now making demand upon your Petitioners for a deed to the aforementioned streets.


FILED

1957 JUN 18 PM 1:45

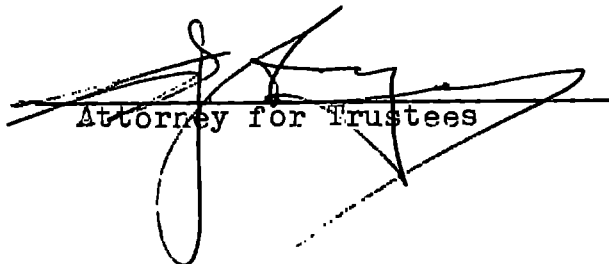
(2) That as a result, your Petitioners desire to obtain a Court Order and authority to execute such a deed and/or deeds in order to carry out the original intention of the debtor and to comply with the request contained in the aforementioned exhibit.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order authorizing the Trustees to convey to the County Commissioners of Anne Arundel County the bed of Pertsch Road.

AND, AS IN DUTY BOUND, ETC.


Trustee


Trustee


Attorney for Trustees

UPON the foregoing Petition and Exhibit, it is this ^{18th} day of June, 1957, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the said Trustees, William J. Boehm and George M. Taylor, convey title to the bed of Pertsch Road, described in the exhibit attached to the foregoing Petition, to the County Commissioners of Anne Arundel County.

Benjamin Nicholson
Judge

FILED
1957 JUN 19 PM 12:26

LAW OFFICES OF
SAMUEL H. HOFFBERGER

TELEPHONE MULBERRY 5-6011

JESSE A. ROSE
MORTON J. HOLLANDER
SIGMUND R. KALLINS
LEROY E. HOFFBERGER
EUGENE J. SILVERMAN

215 NORTH CALVERT STREET
BALTIMORE 2, MARYLAND

June 6, 1957

PETITIONERS' EXHIBIT NO. 1

Louis J. Sagner, Esquire
349 N. Calvert Street
Baltimore 2, Maryland

Dear Mr. Sagner:

The Fleet Building Company, who purchased at public auction all those lots of ground in the development known as "Riverdale Park", has requested me to call to your attention the fact that it was understood and agreed that when the development was laid out that the street, more particularly described below, was to be deeded to the County Commissioners of Anne Arundel County.

All that piece or parcel of land 40 feet wide known as Pertsch Road, 40 feet wide, lying northerly from and adjacent to the northerly outline of Lots No. 18 through 26, inclusive, the center line of which is described as follows:

Beginning for the same at a point in the center line of Pertsch Road, 40 feet wide; said point is located north 9 degrees 23 minutes 30 seconds east 20.00 feet from a point which marks the intersection formed by the division line between Lot No. 8 and Lot No. 18 with the southerly side of said Pertsch Road; all as shown on a plat of Riverdale Park and recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, page 16. Thence from the point of beginning so fixed binding on the center line of Pertsch Road South 80 degrees 36 minutes 30 seconds East 430.15 feet to a point located North 9 degrees 23 minutes 30 seconds East 20.00 feet from the intersection formed by the division line between Lot No. 26 and Lot No. 27 with the southerly side of said Pertsch Road.

The Commissioners are prepared to take title upon presentation to them of a Deed properly signed by the Trustees under the Deed of Trust from Arunco Building Company, et al to William J. Boehm and George M. Taylor.

FILED

1957 JUN 18 PM 1:45

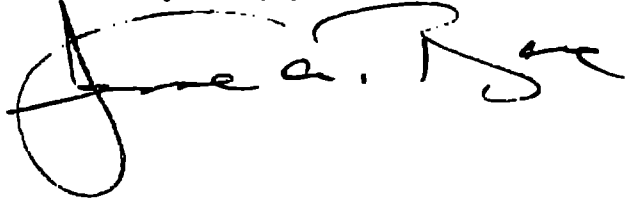
Page two

Louis J. Sagner, Esquire

June 6, 1957

The purchaser, namely Fleet Building Company, therefore, requests that the Trustees execute to Fleet Building Company a Deed covering the bed of the street as above set forth.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Louis J. Sagner". The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke across the middle.

JAR/jh

35

SUBURBAN TRUST COMPANY,
a body corporate, Executor and
Trustee under the Last Will and
Testament of George F. Rosenfield,

Plaintiff

vs.

GEORGIE MYRTLE ROSENFELD, Infant,
Vienna, Virginia,

FANNIE D. ROSENFELD, also known as
Fannie D. Huff,
3708 - 37th Place,
Cottage City, Maryland.

MOLLY POWELL,
2800 Shepherd Street,
Mt. Rainier, Maryland,

WILLIAM ROSENFELD,
6713 Queens Chapel Road,
Hyattsville, Maryland,

DORAN ROSENFELD,
4803 Indian Lane
College Park, Maryland,

MARJORIE HARNS,
4803 Indian Lane
College Park, Maryland,

ROSCOE H. PARKER and
W. CARROLL BEATTY,
Administrators C.T.A. of the
estate of Myrtle M. Rosenfield,
and Guardians of the estate of
Georgie Myrtle Rosenfield, infant,
4316 Hamilton Street,
Hyattsville, Maryland,

Defendants

NO 12,192 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY,

MARYLAND

ORDER TO FILE COPIES OF PROCEEDINGS

Mr. Clerk:

Please docket this case and enter into the file therein certified
copies of Order Ratifying Sale, Report of Sale and Order Nisi, Decree Con-
struing Will, Petition to Assume Jurisdiction of Trust and Order of Court
thereon, in the above-captioned case, being true copies of record from the
Circuit Court of Prince George's County, Maryland, in Case No. A-7641 Equity.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1957 JUN 12 AM 10:09

CHILDS AND BALD

By Eugene M. Childs
Eugene M. Childs
Attorneys for Plaintiff
192 Duke of Gloucester Street
Annapolis, Maryland. Colonial 3-2181

BOOK 41 PAGE 448
IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

SUBURBAN TRUST COMPANY,
a body corporate, Executor and
Trustee under the Last Will and
Testament of George F. Rosenfield,

Plaintiff,

vs.

✓✓✓ GEORGIE MYRTLE ROSENFELD, Infant,
Vienna, Virginia,

✓✓✓ FANNIE D. ROSENFELD, also known as
Fannie D. Huff,
3708 - 37th Place,
Cottage City, Maryland.

✓✓✓ MOLLY POWELL,
2800 Shepherd Street,
Mt. Rainier, Maryland,

✓✓✓ WILLIAM ROSENFELD,
6713 Queens Chapel Road,
Hyattsville, Maryland,

✓✓✓ DORAN ROSENFELD,
4803 Indian Lane,
College Park, Maryland,

✓✓✓ MARJORIE HARNS,
4803 Indian Lane,
College Park, Maryland,

✓✓✓ ROSCOE H. PARKER and
W. CARROLL BEATTY,
Administrators C.T.A. of the
estate of Myrtle M. Rosenfield,
and Guardians of the estate of
Georgie Myrtle Rosenfield, infant,
4316 Hamilton Street,
Hyattsville, Maryland,

Defendants.

FILED

APR 27 1934

CLERK OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MD.

EQUITY NO. A7641

PETITION FOR CONSTRUCTION OF WILL, ETC.

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT FOR PRINCE GEORGE'S
COUNTY, MARYLAND, Sitting as a Court of Equity:

The bill of plaintiff, Suburban Trust Company, respectfully shows unto the Court as follows:

1. That plaintiff, Suburban Trust Company, is a corporation organized and existing under and by virtue of the laws of the State of Maryland relating to banks and trust companies, and files this bill as executor and trustee named in the last will and testament of George F. Rosenfield, deceased.

BOOK 41 PAGE 449

2. That the defendant, Georgie Myrtle Rosenfield, is the infant daughter of said George F. Rosenfield and resides in Vienna, Virginia, with Geneva M. Kibler; that the defendants, Fannie D. Rosenfield, also known as Fannie D. Huff, Molly Powell and William Rosenfield, are the only living children of Mary E. Rosenfield, deceased, mother of George F. Rosenfield; that the defendants, Doran Rosenfield and Marjorie Harns, are the widow and daughter respectively of Louis Rosenfield, a deceased son of the said Mary E. Rosenfield and a brother of the said George F. Rosenfield; that the defendants, Roscoe H. Parker and W. Carroll Beatty are Administrators C.T.A. of the estate of Myrtle M. Rosenfield, deceased, and Guardians of the estate of Georgie Myrtle Rosenfield, infant; that all of said defendants are of full age, except Georgie Myrtle Rosenfield, and are sued in their own right, as hereinafter set forth, except where otherwise indicated herein, and their respective residences are stated in the caption of this bill.

3. That George F. Rosenfield, late a citizen of Prince George's County, Maryland, departed this life on the 15th day of June, 1952, leaving a last will and testament dated and executed the 18th day of April, 1952, which was duly admitted to probate and record by the Orphans' Court for Prince George's County, Maryland, in Case No. 10,271, a certified copy of said will is attached hereto, marked "Plaintiff's Exhibit A", and is prayed to be read as a part hereof.

4. That in and by his said last will and testament the said George F. Rosenfield appointed the Suburban Trust Company and Lilly May Lane as the executors and trustees thereof, the said Lilly May Lane having renounced her right to act both as executor and trustee, certified copies of said renunciations are attached hereto, marked "Plaintiff's Exhibits B and C", and are prayed to be read as a part hereof.

5. That the defendant, Georgie Myrtle Rosenfield, is the infant daughter of the said George F. Rosenfield, she having been

legally adopted by George F. Rosenfield and Myrtle M. Rosenfield pursuant to an adoption decree of the Circuit Court for Anne Arundel County, Maryland, dated the 22 day of Oct 1941, a certified copy of said adoption decree is attached hereto, marked "Plaintiff's Exhibit D", and is prayed to be read as a part hereof.

6. That Myrtle M. Rosenfield, widow of the said George F. Rosenfield, late a resident of Prince George's County, Maryland, departed this life on the 27th day of October, 1952, leaving a last will and testament dated the 4th day of October, 1952, which was duly admitted to probate by the Orphans' Court for Prince George's County, Maryland, on the 12th day of November, 1952, a certified copy of said will is attached hereto, marked "Plaintiff's Exhibit E", and is prayed to be read as a part hereof; that Roscoe H. Parker and W. Carroll Beatty were appointed administrators, c.t.a. of the estate of Myrtle M. Rosenfield, all of which is set forth in an order of the Orphans' Court for Prince George's County, Maryland, dated the 12th day of November, 1952, a certified copy of which is attached hereto, marked "Plaintiff's Exhibit F", and is prayed to be read as a part hereof.

7. In and by his last will and testament, dated and executed the 18th day of April, 1952, the said George F. Rosenfield provided, in part, as follows:

"THIRD: I hereby give and bequeath that portion of my real estate, now owned and other real estate hereafter acquired by me and wheresoever the same may be situated or found in my name, unto Georgie Myrtle Rosenfield (my daughter) however, the revenue therefrom above expenses shall be divided equally between Georgie Myrtle Rosenfield and Myrtle M. Rosenfield (my wife) during Myrtle M. Rosenfield's lifetime, and at the death of either of them the revenue shall go to the other.

"FOURTH: Then at the death of Georgie Myrtle Rosenfield and if she has no children, the property shall revert to any children or their children of my mother, except any heirs of my deceased brother Louis Rosenfield, but should Georgie Myrtle Rosenfield have one or more children the property shall go to them equally at the age of, each one 21 years old, but no property to be

BOOK 41 PAGE 451

sold by them unless all concerned is 21 years of age, and at the death of either before the age of 21 years of age, the whole of the revenue shall go to the other, only in the case of the death of Georgie Myrtle Rosenfield, and if no children are borned of her, and after the death of Myrtle M. Rosenfield, all revenue and property shall go to what ever of my brothers and sisters that may be living at the time that are the sons or daughters of my Mother, unless Georgie Myrtle Rosenfield shall have married and borned a child or children, then all the property shall go to the child or children of Georgie Myrtle Rosenfield under the same conditions that this property is willed by me, (meaning that the child or children shall only become in actual possession of the property as of equal age set forth in this will.

* * * * *

"SIXTH: My wife, Myrtle M. Rosenfield shall have all liquid assets of my estate and use as she sees fit.

* * * * *

"EIGHTH: Suburban Trust Company and Lilly May Lane, or the survivor of them, as Executors and Trustees under this Will with full power to sell, deliver and convey all or any part of said property upon such terms and conditions and at such prices as they may deem advantageous to my heirs, without any obligation on the part of the purchasers to see to the application of the purchase money, and after making such sales, to invest and re-invest the money which may be realized from such sale or sales in a wise and judicious manner, and to pay the income therefrom to my beloved daughter, Georgie Myrtle Rosenfield, and my wife, Myrtle M. Rosenfield, as hereinafter set forth for and during the terms of her Georgie Myrtle Rosenfield life and after her death, my said Executors and Trustees, or the survivor of them, shall distribute the corpus of my estate between Georgie Myrtle Rosenfield children, if any.

* * * * *

"ELEVENTH: I bequeath all liquid assets and personal property after all debts are paid to Myrtle M. Rosenfield."

8. That the personal assets of the estate of the said George F. Rosenfield are insufficient to pay taxes, debts, administration and court costs and will necessitate the sale of real estate in order to provide funds for the payment thereof, as is evidenced by the first account of the plaintiff filed in the Orphans' Court for Prince George's County, Maryland, a certified copy of which is attached hereto, marked "Plaintiff's Exhibit G", and is prayed to be read as a part hereof.

9. That George F. Rosenfield at the time of his death was seized and possessed of real estate located within the District of Columbia and the following described real estate in the State of Maryland:

Lots 34 to 40, inclusive, in Block 7; Lots 1 to 3, inclusive, in Block 13; and Lots 1 to 35, inclusive, and 38 to 44, inclusive, in Block 19, in Kropp's Addition to College Park, as per plat thereof duly recorded among the Land Records of Prince George's County, Maryland, in Plat Book No. B.D.S. 1, Plats 72 and 73.

Lot 58 in Block 13, Section A, Herald Harbor, Anne Arundel County, Maryland.

All that piece or parcel of land in Winchester-on-the-Severn, Annapolis, Anne Arundel County, Maryland, containing approximately 4.968 acres of land in the Third Election District of Anne Arundel County, fronting 244.85 feet, more or less, on County Road, and with a frontage on Cool Spring Creek of 121 feet 6 inches.

10. Plaintiff is unable to determine without the aid of this Court its interest in said real estate and the interest, if any, of the defendants therein, and in particular is unable to determine:

(a) Whether, upon the death of Myrtle M. Rosenfield, Georgie Myrtle Rosenfield became entitled to a life interest in all of the real estate owned by George F. Rosenfield at the time of his death, under paragraphs Third and Fourth of his will.

(b) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of Georgie Myrtle Rosenfield, if any, living at the time of her death, and if so, do such children become entitled to a vested remainder therein, subject to being divested in the event that they, or any of them, should die before attaining the age of twenty-one (21) years, and in which event would the surviving child, and/or children, who attains the age of twenty-one (21) years become entitled to the share which such deceased child, or children, would have taken had he or she attained the age of twenty-one (21) years.

yes
(c) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of Georgie Myrtle Rosenfield, if any, living at the time of her death, and if so, do such children become entitled to a vested remainder therein, subject to being divested in the event that they, or any of them, should die before attaining the age of twenty-one (21) years, and in which event would the issue of such deceased child, or children, if any, become entitled to the share which the deceased child, or children, would have taken had he or she attained the age of twenty-one (21) years.

(d) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of Georgie Myrtle Rosenfield, if any, at the time of her death, and if so, do such children become entitled to a vested remainder therein, subject to being divested, and in the event that all of said children should die before attaining the age of twenty-one (21) years in whom does the title then vest.

yes
wrong
not
(e) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in those persons who are the sons and daughters of decedent's mother who may be living at the time of the death of Georgie Myrtle Rosenfield, should she die without leaving children her surviving, or leaving children her surviving and all of said children should die before attaining the age of twenty-One (21) years.

for yes
no
(f) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of the sons and daughters of decedent's mother, except the children of Louis Rosenfield, a deceased brother of decedent, in the event that all of the sons and daughters of decedent's mother have predeceased Georgie Myrtle Rosenfield and the said Georgie Myrtle Rosenfield dies without leaving children her surviving, [or leaving children her surviving and all of said children should die before attaining the age of twenty-one (21) years.]

(g) Whether, under the provisions of paragraph Fourth of said will, the children of Louis Rosenfield have any interest whatsoever in the real estate owned by the decedent at the time of his death.

(h) Whether the provisions of said will are in violation of the rule against perpetuities in force in the State of Maryland.

(i) Whether there is any conflict between the provisions set forth in paragraph Fourth and paragraph Eighth of said will, and whether under paragraph Eighth the children of Georgie Myrtle Rosenfield, if any, become vested with an absolute title in and to said real estate, and if so, is the same subject to being divested in the event that any of said children fail to attain the age of twenty-one (21) years.

(j) Under the provisions of paragraph Eighth of said last will and testament, in whom does the title to the Maryland real estate vest?

(k) Plaintiff is unable to determine the meaning of the words "liquid assets" as used in paragraph Sixth of decedent's will, and in particular, is unable to determine whether the same include real estate.

(l) Plaintiff is likewise unable to determine if decedent's wife, Myrtle M. Rosenfield, became by operation of law entitled to an absolute interest, as his surviving spouse, in the real estate owned by him at the time of his death located in the State of Maryland without filing a renunciation of the provisions made for her by her said husband in his said last will and testament in the manner required by law; and/or whether the provisions made for the said Myrtle M. Rosenfield in the last will and testament of her said husband were sufficient to require the execution and filing of a renunciation of these rights before she became entitled to an interest in his real estate as his surviving spouse.

11. Plaintiff is advised and believes that it is without adequate remedy at law and is, therefore, entitled to invoke the aid of this Honorable Court to obtain appropriate relief in the

premises.

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WHEREFORE, THE PREMISES CONSIDERED, plaintiff prays:

1. That the will of George F. Rosenfield be construed by this Court, and in particular that it be determined:

(a) Whether, upon the death of Myrtle M. Rosenfield, Georgie Myrtle Rosenfield became entitled to a life interest in all of the real estate owned by George F. Rosenfield at the time of his death, under paragraphs Third and Fourth of his will.

(b) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of Georgie Myrtle Rosenfield, if any, living at the time of her death, and if so, do such children become entitled to a vested remainder therein, subject to being divested in the event that they, or any of them, should die before attaining the age of twenty-one (21) years, and in which event would the surviving child, and/or children, who attains the age of twenty-one (21) years become entitled to the share which such deceased child, or children, would have taken had he or she attained the age of twenty-one (21) years.

(c) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of Georgie Myrtle Rosenfield, if any, living at the time of her death, and if so, do such children become entitled to a vested remainder therein, subject to being divested in the event that they, or any of them, should die before attaining the age of twenty-one (21) years, and in which event would the issue of such deceased child, or children, if any, become entitled to the share which the deceased child, or children, would have taken had he or she attained the age of twenty-one (21) years.

(d) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of Georgie Myrtle Rosenfield, if any, at the time of her death, and if so, do such children become entitled to a

BOOK 41 PAGE 456

vested remainder therein, subject to being divested, and in the event that all of said children should die before attaining the age of twenty-one (21) years in whom does the title then vest.

(e) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in those persons who are the sons and daughters of decedent's mother who may be living at the time of the death of Georgie Myrtle Rosenfield, should she die without leaving children her surviving or leaving children her surviving and all of said children should die before attaining the age of twenty-one (21) years.

(f) Whether the title to the real estate owned by George F. Rosenfield at the time of his death will vest absolutely in the children of the sons and daughters of decedent's mother, except the children of Louis Rosenfield, a deceased brother of decedent, in the event that all of the sons and daughters of decedent's mother have predeceased Georgie Myrtle Rosenfield and the said Georgie Myrtle Rosenfield dies without leaving children her surviving, or leaving children her surviving and all of said children should die before attaining the age of twenty-one (21) years.

(g) Whether, under the provisions of paragraph Fourth of said will, the children of Louis Rosenfield have any interest whatsoever in the real estate owned by the decedent at the time of his death.

(h) Whether the provisions of said will are in violation of the rule against perpetuities in force in the State of Maryland.

(i) Whether there is any conflict between the provisions set forth in paragraph Fourth and paragraph Eighth of said will, and whether under paragraph Eighth the children of Georgie Myrtle Rosenfield, if any, become vested with an absolute title in and to said real estate, and if so, is the same subject to being divested in the event that any of said children fail to attain the age of twenty-one (21) years.

(j) ~~to~~ whom the title to the Maryland real estate vests under the provisions of paragraph Eighth of said last will and testament.

(k) Whether the words "liquid assets", as used in paragraph Sixth of decedent's will, include real estate.

(l) Whether said decedent's wife, Myrtle M. Rosenfield, became by operation of law, entitled to an absolute interest, as his surviving spouse, in any real estate located in the State of Maryland owned by decedent at the time of his death without filing a renunciation of the provisions made for her by her said husband in his said last will and testament in the manner required by law, and if so, the nature and extent of such interest; or whether the provisions made for the said Myrtle M. Rosenfield in the last will and testament of her said husband were sufficient to require the execution and filing of a renunciation of those rights before she became entitled to an interest in his real estate as his surviving spouse.

2. That a guardian ad litem be appointed by this Court to appear and represent the interest of Georgie Myrtle Rosenfield, infant defendant.

3. That the plaintiff be informed and instructed as to its duties as trustee in respect to the matters referred to in paragraph 10.

4. That your plaintiff may have such other and further relief as the nature of the case may require and to the Court may seem meet and just.

May it please your Honors to grant unto your plaintiff a writ of subpoena directed to Georgie Myrtle Rosenfield, infant, Fannie D. Rosenfield, also known as Fannie D. Huff, adult, Molly Powell, adult, William Rosenfield, adult, Doran Rosenfield, adult, Marjorie Harns, adult, Roscoe H. Parker and W. Carroll Beatty, adults, Administrators c.t.a. of the estate of Myrtle M. Rosen-

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field and Guardians of the estate of Georgie Myrtle Rosenfield, commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound.

SUBURBAN TRUST COMPANY

By Lawrence V. Dunther

Arthur C. Keefer
Arthur C. Keefer

W. Carroll Beatty
W. Carroll Beatty

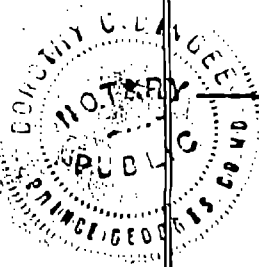
STATE OF MARYLAND : ss:
PRINCE GEORGE'S COUNTY ;

Dorothy C. Dengee, being first duly sworn on oath deposes and says that he is Trust Officer of the Suburban Trust Company, a body corporate, the plaintiff named in the foregoing bill; that he has read the said bill subscribed by him for and on behalf of the Suburban Trust Company, and knows the contents thereof; that the facts therein stated as upon personal knowledge are true, and those stated as upon information and belief he believes to be true.

Lawrence V. Dunther

SUBSCRIBED and SWORN to before me this 22 day of

April, A.D. 1954.



Dorothy C. Dengee
Notary Public, Md.

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

SUBURBAN TRUST COMPANY,
a body corporate, Executor
and Trustee under the Last
Will and Testament of George
F. Rosenfield,

Complainant,

v.

GEORGIE MYRTLE ROSENFELD,
Infant, et al.,

Defendants.

FILED

FEB 25

R. WAVERLY WEBB, CLERK

Equity No. A - 7641

DECREE

This cause coming on to be heard upon the petition for construction of the will, the answers thereto, and the testimony and other proceedings filed herein, thereupon, upon consideration thereof, it is by the Court this 25th day of February, A. D., 1955,

ADJUDGED, ORDERED and DECREED, as follows:

1. That the testator, George F. Rosenfield, intended to and did devise all of his property (except liquid assets bequeathed to his widow), including all of his real estate in Maryland, under his last will and testament dated and executed the 18th day of April, 1952, unto the trustees named therein, with full power to sell, deliver and convey the same, or any part thereof, and to invest the reinvest the proceeds therefrom, and to pay the net income unto Georgie Myrtle Rosenfield and Myrtle M. Rosenfield during their joint lives, and upon the death of Myrtle M. Rosenfield to pay the entire net income to Georgie Myrtle Rosenfield for and during the term of her natural life, and upon her death to pay the same unto her children until the youngest child attains the age of twenty-one (21) years, at which time the trust estate shall vest absolutely in possession in such children who attain the age of twenty-one (21) years. Should any such child die before attaining that age, the share which such deceased child would have received had he or she attained the age of twenty-one (21) years, shall be distributed equally among the surviving children who do attain such age. In the event that none of such children attain the age of twenty-one (21) years, then upon the death of the last survivor of such children the entire corpus shall vest in possession in the heirs or devisees of such child.

2. That upon the death of Myrtle M. Rosenfield, Georgie Myrtle Rosenfield became and is entitled to an equitable life estate in the entire corpus of the estate of George F. Rosenfield devised to his trustees under and by virtue of his said will.

3. That the bequest and/or devise to Myrtle M. Rosenfield of the net income from the corpus of the trust created under the will of the said George F. Rosenfield, as set forth in paragraph 1, bars both her common law right of dower and her distributive share in the real and personal estate of the testator, as she failed to file a renunciation as required by law, and the attempted renunciation by her executors is ineffectual for such purpose.

4. That it was the intent of George F. Rosenfield to vest the equitable title to the property of which he died seized and possessed, and devised by him to the trustees named in his will, in remainder in the children of Georgie Myrtle Rosenfield, if any at the time of her death, and under the provisions of said will of the said George F. Rosenfield they will become, upon birth, entitled to a vested remainder, subject to being divested as to any children which may die before attaining the age of twenty-one (21) years, and the share of such child dying before attaining said age shall vest in the surviving child, or children. The corpus shall vest in possession in those children who attain the age of twenty-one (21) when the youngest of such children reaches that age. In the event that the last surviving child dies before reaching the age of twenty-one (21) years, the entire corpus shall thereupon vest in his or her heirs or devisees. In the event that Georgie Myrtle Rosenfield should die without leaving children, then and in that event only the corpus of the estate, upon her death, shall forthwith vest absolutely in the children of the mother of George F. Rosenfield, or the descendants of any children, per stirpes, excluding, however, children or descendants of Louis Rosenfield, a brother of George F. Rosenfield.

5. That the children of Louis Rosenfield do not have any interest whatever in the property owned by the decedent at the time of his death.

6. That the will of George F. Rosenfield does not violate the rule against perpetuities and in all respects is valid.

7. That it was the intent of the testator, George F. Rosenfield, to vest title to all his Maryland property in the trustees named in paragraph 8

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- 3 -

of his said last will and testament, with full power to sell, deliver and convey the same, or any part thereof, for the purposes therein expressed.

8. That the term "liquid assets", irrespective of what may be covered thereby, does not include real estate.


Judge

IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY

SUBURBAN TRUST COMPANY
a body corporate
EXECUTOR AND TRUSTEE
UNDER LAST WILL AND
TESTAMENT OF GEORGE F.
ROSENFELD, DECEASED
Complainant

EQUITY NO. A 7641

vs.

GEORGIE MYRTLE ROSENFELD
infant, ET AL
Respondents

FILED

OCT 1956

REPORT OF SALE

W. WAVELEY WHEAT, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Suburban Trust Company, a body corporate, Executor and Trustee under the Last Will and Testament of George F. Rosenfield, respectfully represents unto your Honors:

1. That by agreement dated July 17, 1951, between George F. Rosenfield and Myrtle M. Rosenfield, his wife, and Arthur Jones and Elizabeth Jones, his wife, the said Rosenfields extended an option to the said Joneses for the purchase of certain property known as "Part of Bartlett Hayward Property", located at Winchester, in Anne Arundel County, Maryland, consisting of $6\frac{1}{2}$ acres of land, more or less, being part of the property conveyed to George F. Rosenfield by E. Bartlett Hayward and wife by deed dated April 14, 1941, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 375, folio 462; said option contains the privilege to be exercised by Jones and wife for purchasing the property at the price of twenty thousand dollars (\$20,000.00), said Rosenfields agreeing to take back a mortgage from Jones and wife for \$15,000.00, copy of which said agreement and option is attached hereto marked "Complainant's Exhibit #1".

2. That the option expired September 1, 1955, but your Petitioner and the Joneses found it mutually advantageous to extend the terms thereof. However, said parties are now agreed as to all matters affecting

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

the sale of said property, subject, however, to the Order of this Court.

3. That the amendments, mutually agreeable to the parties in interest, are that Arthur Jones and Elizabeth Jones, his wife, shall execute a mortgage to your Petitioner, as Trustee under the Will of George F. Rosenfield, deceased, for the sum of Eighteen thousand dollars (\$18,000.00), more or less, subject to adjustments, payable One hundred twenty dollars (\$120.00) per month, including interest at the rate of five per cent (5%) per annum, with the privilege of making larger payments at any monthly payment period. The transaction between your Petitioner and the said Jones and wife is now ready for consideration of this Honorable Court.

4. Your Petitioner avers that said transaction is in accordance with the wishes of the said George F. Rosenfield, and will be to the advantage of the infant Respondent, in this cause.

TO THE END, THEREFORE,

1st - That the sale of said property hereinabove mentioned, at and for the within recited terms, may be ratified and confirmed by this Honorable Court.

2nd - That your Petitioner may be authorized to execute a deed for said property unto Arthur Jones and Elizabeth Jones, his wife, according to the terms hereinbefore recited.

3rd - And for such other and further relief as your Petitioner's cause may require.

Respectfully submitted.

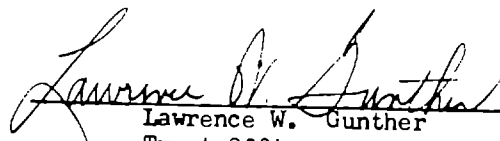
SUBURBAN TRUST COMPANY
Executor and Trustee under Last Will
and Testament of George F. Rosenfield, Dec'd

By Lawrence W. Gunther
Lawrence W. Gunther
Trust Officer


W. Carroll Beatty
4316 Hamilton St.
Hyattsville, Md.

STATE OF MARYLAND :
 : ss.
 MONTGOMERY COUNTY :

Lawrence W. Gunther, being first duly sworn on oath, deposes and says that he is the Trust Officer of Suburban Trust Company, and as such has read the foregoing petition by him subscribed for and on behalf of said Petitioner and knows the contents thereof; that the facts therein stated as upon his personal knowledge are true and those therein stated as upon information and belief he believes to be true.


 Lawrence W. Gunther
 Trust Officer

Subscribed and sworn to before me, this 22nd day of October, 1956.


 Notary Public, Maryland
 My Commission expires May 6, 1957

IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY, MARYLAND

SUBURBAN TRUST COMPANY
a body corporate
EXECUTOR AND TRUSTEE
UNDER LAST WILL AND
TESTAMENT OF GEORGE F.
ROSENFELD, DECEASED
Complainant

EQUITY NO. A 7641

vs.

GEORGIE MYRTLE ROSENFELD
infant, ET AL
Respondents

ORDER

FILED

OCT 1956

W. WAVERLY WARR, CLERK
CIRCUIT COURT FOR
PRINCE GEORGES COUNTY, MD.

ORDERED this 23rd day of October, 1956, upon the foregoing Petition, that Suburban Trust Company, Trustee under the Last Will and Testament of George F. Rosenfield, deceased, be, and it is hereby, authorized to execute a deed for 6½ acres of land, more or less, known as "Part of Bartlett Hayward Property", located at Winchester, in Anne Arundel County, Maryland, being part of the property conveyed to George F. Rosenfield by E. Bartlett Hayward and wife, by deed dated April 14, 1941, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 375, folio 462, to Arthur Jones and Elizabeth Jones, his wife, at and for the sum of \$20,000.00, the said Arthur Jones and Elizabeth Jones, his wife, to execute a mortgage made payable to Suburban Trust Company, Trustee under the Last Will and Testament of George F. Rosenfield, deceased, for the sum of \$18,000.00, more or less, subject to adjustments, payable \$120.00 per month, including interest at the rate of five per cent (5%) per annum, with prepayment privileges; provided, however, that a report of said sale be published once a week for three successive weeks, in some newspaper published in Prince Georges County, and that said sale be ratified and confirmed unless cause to the contrary be shown on or before the 23rd day of November, 1956, provided the first insertion appear on or before the 31st day of October, 1956.

Charles E. Montgomery
JUDGE

THIS AGREEMENT, made this 17th day of July, 1951, by and between George Rosenfield and Myrtle M. Rosenfield, his wife, hereinafter called Landlord; and Arthur Jones and Elizabeth Jones his wife, hereinafter called tenant.

THAT for and in consideration of the sum of one (\$1.00) Dollar the landlord hereby rents, leases and conveys to the said tenant, the premises known as "Part of Charlotte Street Property", located at Winchester, in An Arundel County, Maryland, now owned by the Landlord, comprising of 6 1/2 acres of land more or less, situated on the Severn River, which property is improved with a frame, shingled house, with slate roof. Term of said lease shall be for four years expiring on September 1, 1955, at and for the rent of \$100.00 per month, payable between the first and tenth of every month; said payments to begin on September 1, 1951.

AND IT IS AGREED AND UNDERTAKEN by and between parties hereto that prior to the expiration of this lease on September 1, 1955, the Landlord shall give the tenant the option and privilege of purchasing the within described property at the price of \$20,000.00 under the following arrangement: that the tenants, their heirs and assigns shall pay to the Landlord, their heirs or assigns the sum of money which, after addition of the difference to be explained hereafter, shall equal the sum of \$5,000.00; said difference to be computed as follows: Should the tenant elect to exercise this option, the the provision regarding the payment of \$100.00 per month shall be taken into account and totaled, and all taxes which have been paid, all insurance which has been paid, recording documents, and interest at the rate of 4% per annum on \$20,000.00 shall be paid for the four years; and whatever from the said sum of \$20,000.00, the said difference shall constitute a credit to the tenant and the tenant shall then take the difference in credit, make up the balance by cash, to equal the sum of \$5,000.00 payment. The Landlord, their heirs or assigns shall execute a deed at the tenants expense, to said tenant, their heirs or assigns, as well as take a mortgage from said tenant for the said balance of \$15,000.00 at 4% payable monthly at the rate of \$100.00 as principal and addred monthly interest. Payment of the \$5,000.00 as aforesaid shall be made within 30 days prior to the expiration of this lease on September 1, 1955.

The landlord hereby grants permission to said tenant to trim trees, plant shrubs, clear ground, repair and clean septic tank drains/sewer lines on said premises or wherever the same may be trrenched.

Should the said rental payment of \$100.00 per month as agreed, shall be thirty days unpaid after the tenth of the month of last payment, then this lease and option shall be declared void and of no effect in law.

AND the said tenant hereby covenants with said landlord to pay the rent as aforesaid, keep the premises in good order, and surrender the premises in the event of non-exercising of said option- in as good a condition as when received (natural wear and decay of property and unavoidable accidents excepted) further the tenant will not do nor suffer to be done anything in or about the premises which will contravene the policy of insurance against loss by fire. In the event the premises shall be destroyed by fire, all liability for rent shall cease and said lease shall be terminated at the election of said tenant, heirs or assigns.

Repair of the water system shall be made by the landlord prior to the execution of these presents. The heating system shall be repaired and made in workable condition on or before November 1, 1931 by said landlord.

All payments of the monthly rental shall be made payable to the Suburban Trust Company, Hyattsville, Maryland.

Witness our hands and seals this 17th day of July, 1931.

George Rosenfield (SEAL)
George Rosenfield

Myrtice M. Rosenfield (SEAL)
Myrtice M. Rosenfield

Arthur James (SEAL)
Arthur James

Elizabeth James (SEAL)
Elizabeth James

Witness to all-

W. J. Boel
William J. Boel

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 17th day of July, 1931, before me the subscriber a Notary Public, in and for said County, personally appeared George Rosenfield, Myrtice M. Rosenfield, Arthur James, and Elizabeth James, his wife and acknowledged to me that they executed the foregoing lease and option to be their respective act.

Witness my hand and Notarial Seal.



NOTARY PUBLIC
STATE OF ILLINOIS
I, [Name], before me the
appears [Name] and acknowledges the foregoing lease and option
to be his act.



WITNESSETH my hand and seal Notarial.

[Signature]

NOTARY PUBLIC

13927
[Illegible text block]

[Signature]

Credit checking Account:
Engineers Equipment & Supply Co.

ORDER NISI

SUBURBAN TRUST COMPANY, Executor and
Trustee under Last Will and Testament
of George F. Rosenfield, Deceased,
Complainant,

vs.

GEORGIE MYRTLE ROSENFELD,
Infant, et al.,

Defendants.

In the Circuit Court for Prince George's

County, Maryland.

FILED

No. A-7641

Equity

OCT 21 1956

W. Waverly Webb, Clerk

CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.ORDERED, this 24th day of October

Circuit Court for Prince George's County, Maryland, that the sale of the property mentioned in these
proceedings, made and reported by Suburban Trust Company, Executor and Trustee
as above,

be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th
day of November, next provided a copy of this Order be inserted in some news-
paper published in said County once in each of three successive weeks before the 17th
day of November, next.

The report states the amount of sale to be Twenty-thousand and no/100 (\$20,000.00)
Dollars.

True Copy—Test:

W. Waverly Webb
Clerk of the Circuit Court for Prince George's County.

Clerk.

In the Circuit Court for Prince George's County, Maryland

Suburban Trust Company, a body
Corporate, Executor and Trustee
under the Last Will and Testament
of George F. Rosenfield

vs.

George Myrtle Rosenfield, infant
et al

NOV 1 1954

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.
No. A-709 Equity

ORDERED, this 27th day of Nov, 1954, by the
Circuit Court for Prince George's County, Maryland, in Equity, that the sale made and report-
ed in the above entitled cause be, and the same is hereby finally ratified and confirmed, no
cause to the contrary having been shown, although due notice appears to have been given
as required by the Order Nisi heretofore passed and published in said cause; and the trus-
tees are allowed the usual commissions and such proper expenses as they shall produce vouch-
ers for to the Auditor, to whom this cause is hereby referred.

Charles E. Montgomery
Judge

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Suburban Trust Company, a body :
Corporate, Executor and Trustee
under the Last Will and Testament
of George F. Rosenfield

Plaintiff :

vs.

Equity No. A-9641

Georgia Myrtle Rosenfield, infant :
et al.

Defendant :
:

AFFIDAVIT

STATE OF MARYLAND——County of Prince George's Sct:

I HEREBY CERTIFY that the foregoing are true copies of
Order Ratifying Sale, Report of Sale and Order Nisi, Decree Construing will
Petition to Assume Jurisdiction of Trust, Order of Court thereon filed in
the case Suburban Trust Company et al. vs. Georgia Myrtle Rosenfield, et al.
being Equity No. A-7641 of record in the Circuit Court of Prince George's
County, State of Maryland.

IN TESTIMONY WHEREOF, I have hereto set my
hand and affixed the Seal of the Circuit Court
for the State and County aforesaid this 31st
day of May, 1957.

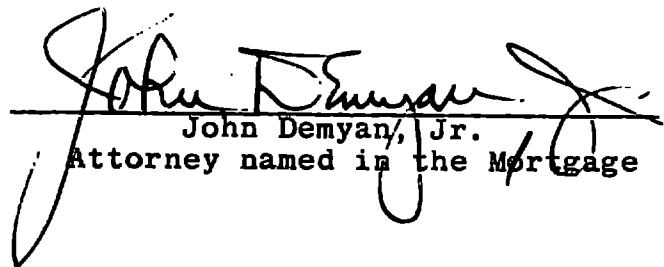
W. Waverly Webb CLERK

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
DAVID COLLINSWORTH and	*	ANNE ARUNDEL COUNTY
DELORES COLLINSWORTH, his wife	*	NO. <u>11,937</u> EQUITY

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.


John Demyan, Jr.
Attorney named in the Mortgage

FILED
1956 NOV 20 PM 12:06

This Mortgage, Made this 15th day of June, 19 56.by and between **David Collinsworth and Delores Collinsworth, his wife -----**

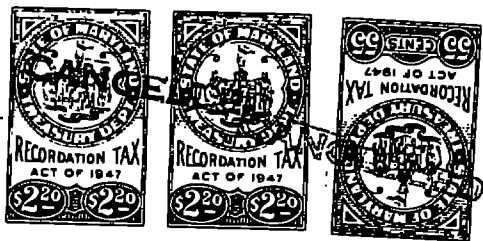
hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of **-45-** shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of **\$4,500.00** which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th **at** lot of ground, situate, lying and being in **Rainbow Village, Second Election District of Anne Arundel County, State of Maryland;** and described as follows:

BEING known and designated as Lot No. 9, as shown on the Plat of Rainbow Village, recorded among the Land Records of Anne Arundel County in Plat Book 25, Folio 15.

BEING ALSO the same property which the said Mortgagors acquired from Lily A. Perry and David R. Perry, her husband, by deed dated August 25, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, Folio 437.



FILED
1956 NOV 20 PM 12:06

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 22.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 22.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Md.



AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$ 4,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:


Fred. W. Kuethe

 (SEAL)
David Collinsworth (SEAL)
 (SEAL)
Delores Collinsworth (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 1037 PAGE 393

I HEREBY CERTIFY, That on this 15th day of June, 1956, before me, the

subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

David Collinsworth and Delores Collinsworth, his wife -----

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared

Joseph D. Groh ----- the ----- President of THE GLEN BURNIE

SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due

form of law, that the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

IN WITNESS my hand and Notarial Seal.



Fred. W. Kuethe

Notary Public.

Rec'd for record June 19, 1956, at 1:14 P.M.Mailed to John Demyan, Jr.

Mortgage

FROM

DAVID COLLINSWORTH and
DELORES COLLINSWORTH,
his wife

TO THE

GLEN BURNIE

SAVINGS AND LOAN ASSOCIATION

Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3398

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
JUN 19 PM 1:14
RECORDED IN LIBER GTC
NO. 1037 FOLIO 390
GEO. T. GROMWELL, CLERK

LAW OFFICE

JOHN DEMYAN, JR.

ANNAPOLIS — GLEN BURNIE

MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the
thereof, attested by its secretary, this

President of the said body corporate, and the corporate seal
day of _____, 19 _____

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By

President.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
DAVID COLLINSWORTH and	*	ANNE ARUNDEL COUNTY
DELORES COLLINSWORTH, his wife	*	NO. <u>11,937</u> EQUITY

STATEMENT OF CLAIM

ADVANCED to Mortgage Loan		\$ 4,500.00
Interest from June 30, 1956		
to December 31, 1956	\$ 157.50	
Late Fines from the 30th day		
of July to the 30th day of		
November, 1956	45.00	
Insurance Premium advanced	<u>4.95</u>	<u>207.45</u>
Total Amount due under the Mortgage -		\$ 4,707.45

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY
a body corporate

BY Fred W. Kuethe
Fred.W. Kuethe-Secretary

STATE OF MARYLAND, ANNEARUNDEL COUNTY, to wit:

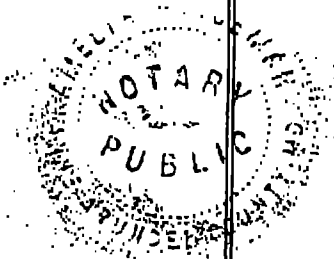
I HEREBY CERTIFY, that on this 19th day of November, 1956;
before me, the subscriber, a Notary Public of the State and County
aforesaid, personally appeared Fred. W. Kuethe, Secretary of the
Glen Burnie Savings and Loan Association of Anne Arundel County,
a body corporate, and he made oath in due form of law that the
aforegoing Statement of Claim or Account is true and correct as
shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

FILED

1956 NOV 20 PM 12:06



IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VS.	*	
DAVID COLLINSWORTH and	*	ANNE ARUNDEL COUNTY
DELORES COLLINSWORTH, his wife	*	NO. 11,937 EQUITY

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr., the attorney named in the Mortgage.

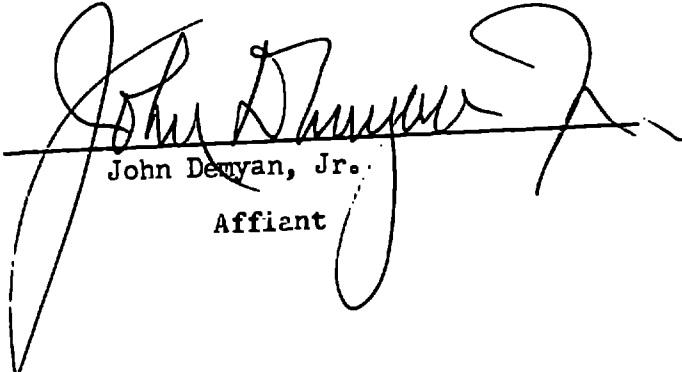
and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) knowledge, information and belief

(1) said defendant is not in the military service of the United States,

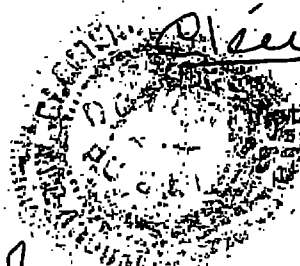
(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service,


John Demyan, Jr.
Affiant

Subscribed and sworn to before me
this 19 day of December,
1956 .

 James C. Burrell
Notary Public
Notary Public

FILED
1956 DEC 19 AM 10:40

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

*Bond**11,937 Equity*Glen Burnie Savings and
Loan Association

versus

David Collinsworth and
Delores Collinsworth,
his wifeBOND OF TRUSTEE TO SELL
Real EstateKNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,
of 16 Crain Highway, Glen Burnie, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of
Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Four Thousand Eight Hundred and 00/100 - - - - -
Dollars (\$ 4,800.00) to be paid to the said State or its certain Attorney, to which payment, well
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 17th day of December
in the year of our Lord one thousand, nine hundred and fifty-six.

WHEREAS THE ABOVE BOUNDEN John Demyan, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of
Anne Arundel County has been appointed trustee to sell
Real Estate mentioned in the proceedings in the case of

Glen Burnie Savings and Loan Association

versus

David Collinsworth and Delores Collinsworth, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John Demyan, Jr.

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed
in him by any future decree or order in the premises, then the above obligation to be void; other-
wise to be and remain in full force and virtue in law.

Basil E. Moore Jr
BASIL E. MOORE JR*John Demyan Jr*
John Demyan, Jr.

(SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Loeth*
Robert J. Loeth, Attorney in fact.FILED
1956 DEC 19 AM 10:40

Bond approved this 19th day of December 1956.

George T. Cromwell

Equity No. 11,937
JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 Crain Highway, S.W.
Glen Burnie, Md.

Mortgage Sale

OF

Valuable Fee Simple Property

Lot No. 9, as shown on the Plat of Rainbow Village, recorded among the Plat Records of Anne Arundel County in Plat Book 25, Folio 15.

Property located at Rainbow Village Second Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale contained in a Mortgage from David Collinsworth and Delores Collinsworth, his wife, dated June 15, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1037, folio 390 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door, (Church Circle Entrance), Annapolis, Maryland, on

**Wednesday,
December 19th, 1956**

At 11:00 A.M.

All that lot of ground, situate, lying and being in Rainbow Village, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 9, as shown on the Plat of Rainbow Village recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 15.

BEING ALSO the same property which the said David Collinsworth and Delores Collinsworth, his wife, acquired from Lily A. Perry and David R. Perry, her husband, by Deed dated August 25, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 437.

Improvements: One story dwelling - 4 rooms and bath.

TERMS OF SALE: A Cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

GEORGE SCIBLE, Auctioneer

JOHN DEMYAN, JR.
Attorney named in Mortgage

To Dec. 18

FILED

1956 DEC 19 AM 11:27

14

Exhibit

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
DAVID COLLINSWORTH, and	*	ANNE ARUNDEL COUNTY
DELORES COLLINSWORTH, his wife	* NO.	11,937. EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from David Collinsworth and Delores Collinsworth, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated June 15, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1037, Folio 390, the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in The Star, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door, Church Circle entrance, City of Annapolis, State of Maryland; Wednesday, December 19, 1956 at 11 o'clock A.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate at and for the sum of Forty seven hundred (\$4,700.00)----- Dollars, being at that figure the highest bidder therefore, said property being the following:

All that lot of ground situate, lying and being in Rainbow Village, Second Election District of Anne Arundel County, State of Maryland; and described as follows;

BEING known and designated as Lot No. 9, as shown on the Plat of Rainbow Village, recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 15.

FILED

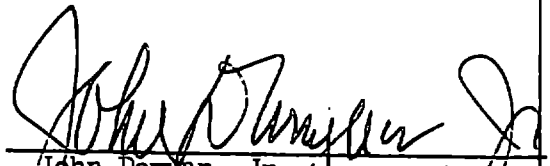
1956 DEC 19 AM 11:26

BEING ALSO the same property which the said David Collinsworth and Delores Collinsworth, his wife, acquired from Lily A. Perry and David R. Perry, her husband, by Deed dated August 25, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 437.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

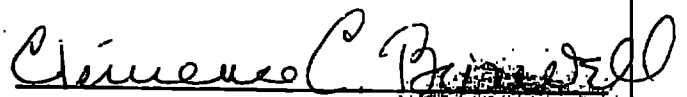
Respectfully submitted


John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19 day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.


Notary Public




Equity No. #11,937

Annapolis, Maryland

December 19, 1956

THIS IS TO CERTIFY, that I have this 19th day of December in the year 1956, sold the property described by said advertisement in the Fifth Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 437, at and for the sum of Forty seven Hundred (\$4,700.00) ----- Dollars, to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate ~~he~~ then and there being the highest bidder for said property.


George W. Scible, Auctioneer

I HEREBY CERTIFY, that I have this 19th day of December, in the year 1956, purchased from John Demyan, Jr., Attorney named in Mortgage, the Property situated in the Fifth Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 437, at and for the sum of Forty seven Hundred (\$4,700.00) ----- Dollars, and do hereby agree to comply with the terms of sale.

Glen Burnie Sav. & Loan Assn.
By: Fred W. Kuth
Purchaser
Secretary

FILED

1956 DEC 19 AM 11:27

Ephraim

15

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXXX~~

DAVID COLLINSWORTH, and
DELORES COLLINSWORTH, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,937 Equity

Ordered, this 19th day of December, 1956, That the sale of the
Property in these Proceedings mentioned,
made and reported by John Demyan, Jr., Attorney named in Mortgaged,
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th
day of January next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 28th
day of January next.

The report states that the amount of sale ~~XXXXXX~~ was \$4,700.00

George T. Cromwell Clerk.

TEST: Clerk.

1956
DEC 19 PM 12:01
FILED
True Copy.
(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXXX~~

DAVID COLLINSWORTH, and
DELORES COLLINSWORTH, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 29th day of January, 1957
that the sale made and reported by the ~~XXXXXX~~ *attorney* aforesaid, be and the same *is* hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~XXXXXX~~ *Clerk* allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 JAN 29 PM 1:08

Benjamin H. Richardson
Judge.

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 Crain Highway, S.W.
Glen Burnie, Md.

Mortgage Sale

OF

Valuable Fee Simple Property

Lot No. 9, as shown on the Plat of Rainbow Village, recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 15.

Property located at Rainbow Village Second Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale contained in a Mortgage from David Collinsworth and Delores Collinsworth, his wife, dated June 15, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1037, folio 390 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door, (Church Circle Entrance), Annapolis, Maryland, on

**Wednesday,
December 19th, 1956**

At 11:00 A.M.

All that lot of ground, situate, lying and being in Rainbow Village, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 9, as shown on the Plat of Rainbow Village recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 15.

BEING ALSO the same property which the said David Collinsworth and Delores Collinsworth, his wife, acquired from Lily A. Perry and David R. Perry, her husband, by Deed dated August 25, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 437.

Improvements: One story Dwelling - 4 rooms and bath.

TERMS OF SALE: A Cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.

Attorney named in Mortgage
GEORGE SCIRLE, Auctioneer

Tn Dec. 13

LIBER 104 PAGE 370

OFFICE OF

THE STAR

GLEN BURNIE, MD.,

December 14 1956

**THIS IS TO CERTIFY, that the annexed advertisement of
Mortgage Sale of Valuable Fee Simple Property**

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 19th day of December 1956, that is to say the same was inserted in the issues of November 22, 29, December 6 and 13, 1956.

STROMBERG PUBLICATIONS, Inc.

Publisher.

FILED *Shirley M. Rowley*
1956 DEC 28 PM 12:00

17

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., January 24, 1957

We hereby certify, that the annexed

Order Nisi - note - Eq 11937David Collinsworth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 28thday of January, 1957. The firstinsertion being made the 12th day ofDecember, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Therese Tate**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,937 EquityIN THE MATTER OF THE MORT-
GAGED REAL ESTATE OF DAVID
COLLINSWORTH, and DELORES
COLLINSWORTH, his wife.Ordered, this 10th day of December,
1956, That the sale of the Property in
these Proceedings mentioned, made and
reported by John Demyon, Jr., Attorney
named in Mortgage, BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 28th day of January next; Provided,
a copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 28th day of January,
next.The report states that the amount of
sale was \$4,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy TEST:

GEORGE T. CROMWELL, Clerk.

J-17

FILEDNo. M16-2362
1957 JAN 24 PM 3:35

18

In the Case of

.....In the Matter of the.....

Mortgaged Real Estate

..... of

X28.

.....David Collinsworth.....

.....and.....

.....Delores Collinsworth, his wife.....

In the

Circuit Court

For

Anne Arundel County

No. 11,937

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 17, 1957

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED

1957 APR 26 PM 3:06

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of David Collinsworth and Delores Collinsworth, his wife

To Attorney for Fee, viz:	25	00		
To Attorney for Commissions, viz:	171	94	196	94
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
The Star - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	14	79		
U.S.Fidelity & Guaranty Co. -bond premium	19	20		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee	1	00	119	99
To Glen Burnie Savings & Loan Association of Anne Arundel County - this balance on account mortgage claim	4,364	99	4,364	99
			4,733	42
Amount of mortgage claim filed	4,707	45		
Cr. Amount allowed above	4,364	99		
Balance subject to decree in personam	342	46		

with John Demyan, Jr., Attorney named in Mortgage Cr.

1956

Dec.

19

Proceeds of Sale

4,700 00

Interest on purchase price to 1/29/57

31 34

4,731 34

Refund 1956 State and County taxes

13 days

2 08

2 08

4,733 42

ORDER NISI

LIBER 104 PAGE 373

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged

Real Estate of

~~VERSUS~~

David Collinsworth

and

Delores Collinsworth, his wife

No. 11,937

Equity.

ORDERED: This 26th day of April, 1957, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31

day of June 31 next; Provided a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of three successive weeks before the

1 day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1957 JUN 11 PM 12:24

1957 APR 26 PM 3:23

FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,037 EquityIN THE MATTER OF THE MORT-
GAGED REAL ESTATE OF DAVID
COLLINSWORTH and DELORES
COLLINSWORTH, his wife.Ordered, this 28th day of April, 1957,
That the Report and Account of the
Auditor, filed this day in the above en-
titled cause BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
be shown on or before the 3rd day of
June next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County, once
in each of three successive weeks before
the 3rd day of June next.GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-16

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 10, 1957

We hereby certify, that the annexed

Order Nisi No. 11,937Auditor AccountDavid Collinsworth

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 3rdday of June, 1957. The firstinsertion being made the 2nd day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

Hazel P. Telford**FILED**

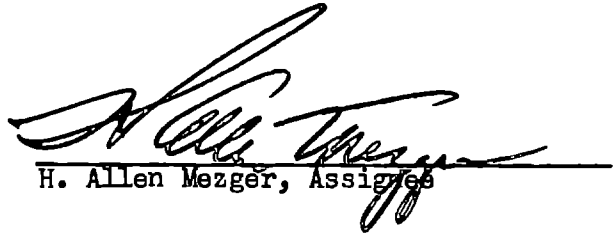
No. M. C. 11,937 JUN-10 PM 1:47

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Betty J. Kingsbury and	*	ANNE ARUNDEL COUNTY
Robert H. Kingsbury, her husband	*	Equity No. <u>12,026</u>

* * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the
above entitled cause, and oblige.


H. Allen Mezger, Assignee

FILED

1957 FEB 14 AM 9:08

12,026 Equity

65 Stamps
Required
4.95



THIS MORTGAGE, Made this 9th day of May - - - -, in the year one thousand nine hundred and fifty-six, between BETTY J. KINGSBURY and ROBERT H.

KINGSBURY, her husband - - - -, of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Four Thousand Five Hundred (\$4500.00) - - - - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty-Four (\$44.00) Dollars - - - - commencing on the tenth - - - - day of June - - -, 1956 and on the tenth - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - - - lots of ground situate and lying in the Fourth Election District

of Anne Arundel County, Maryland - -, and described as follows:

BEGINNING for the same at a point on the Westernmost side of North Road at the distance of Two Hundred Sixteen and Thirty-Five One-Hundredths (216.35) feet North of the Northwest corner of Thompson Road and North Road as shown on the plat hereinafter referred to; thence Northerly binding on the West side of North Road Two Hundred Sixteen and Thirty-Five One-Hundredths (216.35) feet to Lot No. Twenty-Four (24); thence Westerly along division line between Lots Nos. Twenty-Four (24) and Twenty-Five (25) and continuing the same course in a straight line across Lot No. Twenty-One (21) in all Six Hundred Ninety-Six and Forty-One One-Hundredths (696.41) feet to the division line between Lots Nineteen (19) and Twenty-One (21) and thence Southerly along the division line between Lot Nos. Nineteen and Twenty-One (21) a distance of Two Hundred Fifteen (215) feet and thence Easterly in a straight line Two Hundred (200) feet to the end of the division line between Lots Nos. Twenty-Five (25) and Twenty-Six (26) and continuing the said line Easterly and along the division line between Lots Nos. Twenty-Five (25) and Twenty-Six (26) a distance of Four Hundred Seventy-Two and Forty-Two One-Hundredths (472.42) feet to the place of beginning. Meaning and intending to convey Lot No. Twenty-Five (25) and that portion of Lot No. Twenty-One (21) immediately in the rear thereof as shown on the Plat of Thompson Farms duly recorded among the Land Records of Anne Arundel County in Plat Book No. G.W. No. 1, Section 3, folio 181, now recorded in Cabinet 2, Rod D-1, Plat 181. New Plat Reference is Plat Book 16, folios 32 and 33.

FILED

1957 FEB 14 AM 9:08 - 1 -

BEING the same lots of ground which by deed dated November 8, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 878, folio 303, were granted and conveyed by The White Villa Corporation, to Betty J. Kingsbury, one of the within named mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the tenth - - - - - day of each and every month the sum of Six (\$6.00) Dollars - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

LIBER 1025 PAGE 109

Witness:

Betty Lou Vogt
Betty Lou Vogt

Betty J. Kingsbury (SEAL)
Betty J. Kingsbury

Robert H. Kingsbury (SEAL)
Robert H. Kingsbury

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9th - - - day of May - - - 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Betty J. Kingsbury and Robert H. Kingsbury, her

husband - - - - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

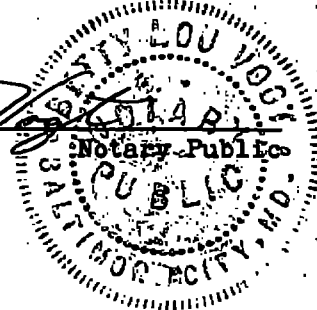
AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt,
Betty Lou Vogt,

My Commission Expires May 6th, 1957.

Rec'd for record May 10, 1956 at 9:07 A.M.

Mailed to Mezzger & Mezzger



BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

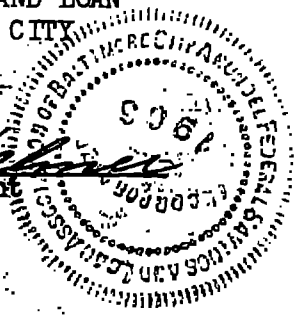
IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 29th day of January, 1957.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek
E. Jane Rusinek

By: *John P. Helmer*
John P. Helmer, President



56-173 #2

5M-3-51.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan

Association of Baltimore City
TO

H. Allen Mezger, Assignee

RECORDED IN
LIBER 104
FOLIO 105
GEO. T. CROMWELL, CLERK
JAN 30 1957
RECORDED IN
LIBER 104
FOLIO 105
GEO. T. CROMWELL, CLERK
JAN 30 1957
RECORDED IN
LIBER 104
FOLIO 105
GEO. T. CROMWELL, CLERK
JAN 30 1957

Folio etc, one of the

Anne Arundel

Records of ~~Baltimore~~ County, and examined.

Her

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING 14TH FLOOR
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

Clerk.

MORTGAGE

② A

From:

Betty J. Kingsbury and
Robert H. Kingsbury, her
husband

To:

Arundel Federal Savings
and Loan Association
of Baltimore City

FOURTH ELECTION DISTRICT

ANNE ARUNDEL COUNTY

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1956 MAY 10 AM 9:07

& RECORDED IN LIBER GTC

NO. 1025 FOLIO 105
GEO. T. CROMWELL, CLERK

MEZGER AND MEZGER

ATTORNEYS AND COUNSELLORS AT LAW
200 WEST SARATOGA STREET
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

750

H. Allen Mezger, Assignee LIBER 104 PAGE 383

IN THE

CIRCUIT COURT

—OF—

Betty J. Kingsbury and Robert H.

~~TRANSFERRED TO~~

Kingsbury, her husband.

ANNE ARUNDEL COUNTY

Equity No. 12,026

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		\$ 4,500.00
Plus amount due on account of Principal	\$19.12	
Less - Credit Expense Account	<u>23.12</u>	<u>4.00</u>
Net Balance		\$ 4,496.00
Plus accumulated interest to March 31st, 1957 (with interest thereafter at the rate of <u>6%</u> per annum)		<u>68.13</u>
Total amount of Mortgage indebtedness		\$ 4,564.13

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITYBy: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of March in the year nineteen hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1957 MAR 13 AM 9:06

My Commission Expires 5/6/57.

As witness my hand and Notarial Seal,

E. Jane Rusinek

Notary Public.

Milit. Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

LIBER 104 PAGE 384

H. Allen Mezger, Assignee

vs.

Betty J. Kingsbury and Robert

H. Kingsbury, her husband

IN THE

CIRCUIT COURT

OF

~~ANNAPOLIS~~
ANNE ARUNDEL COUNTY

Equity No. 12,026

~~RECEIVED~~ ~~FILED~~

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared John P. Helmer, President of the Arundel
Federal Savings and Loan Association of Baltimore City - - - - -
and made oath in due form of law that he (she) knows the defendant herein, and that to
the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the
United States,

(3) said defendant has not been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been or-
dered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

By:

John P. Helmer
John P. Helmer, Affiant.
President

Subscribed and sworn to before me

this 10th day of March 1957.

E. Jane Rusinek
E. Jane Rusinek Notary Public

My Commission Expires 5/6/57.

FILED

1957 MAR 13 AM 9:05

Jud. 14042.

ASSIGNEE'S
~~MORTGAGE OR CATION~~ BOND

No. 12,026
Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Six Hundred and 00/100 (\$ 4,600.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of March in the year of our Lord nineteen hundred and fifty-seven

WHEREAS, the above bounden H. Allen Mezger
an assignment of
by virtue of a power contained in mortgage from Betty J. Kingsbury and Robert H. Kingsbury,
her husband
to Arundel Federal Savings & Loan Association

dated May 9, 1956 and recorded in Liber GTC
No. 1025 folio 105 etc., one of the Land Record Books of Anne Arundel
County
is authorized and empowered to sell the property described
in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default
has occurred and the said H. Allen Mezger

by assignment of power is about to execute the power vested
in him/in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered }
in the presence of }

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney-in-fact

ATTEST:

L. Pill

Bond approved this 13th day of March 1957
George T. Cromwell, Clerk

FILED

1957 MAR 13 AM 9:05

H. Allen Mezger, Assignee * IN THE CIRCUIT COURT
 vs. * FOR
 Betty J. Kingsbury and Robert * ANNE ARUNDEL COUNTY
 H. Kingsbury, her husband * Equity No. 12,026

* * * * *

CERTIFICATION

We hereby certify, that on the 15th day of March, 1957, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City, the property described as follows:

ALL THOSE LOTS OF GROUND situate and lying in the Fourth Election District, of Anne Arundel County, Maryland, and described as follows: BEGINNING for the same at a point on the Westernmost side of North Road at the distance of Two Hundred Sixteen and Thirty-Five One-Hundredths (216.35) feet North of the Northwest corner of Thompson Road and North Road as shown on the Plat hereinafter referred to; thence Northerly binding on the West side of North Road Two Hundred Sixteen and Thirty-Five One-Hundredths (216.35) feet to Lot No. Twenty-Four (24); thence Westerly along division line between Lots Nos. Twenty-Four (24) and Twenty-Five (25) and continuing the same course in a straight line across lot No. Twenty-One (21) in all Six Hundred Ninety-Six and Forty-One One-Hundredths (696.41) feet to the division line between Lots Nineteen (19) and Twenty-One (21) and thence Southerly along the division line between Lot Nos. Nineteen and Twenty-One (21) a distance of Two Hundred Fifteen (215) feet and thence Easterly in a straight line Two Hundred (200) feet to the end of the division line between Lots Nos. Twenty-Five (25) and Twenty-Six (26) and continuing the said line Easterly and along the division line between Lots Nos. Twenty-Five (25) and Twenty-Six (26) a distance of Four Hundred Seventy-Two and Forty-Two One-Hundredths (472.42) feet to the place of beginning. Meaning and intending to convey Lot No. Twenty-Five (25) and that portion of Lot No. Twenty-One (21) immediately in the rear thereof as shown on the Plat of Thompson Farms duly recorded among the Land Records of Anne Arundel County in Plat Book No. G.W. No. 1, Section 3, folio 181, now recorded in Cabinet 2, Rod D-1, Plat 181. New Plat Reference is Plat Book 16, folio 32 & 33,

at and for the price of Three Thousand (\$3,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

E. T. NEWELL & CO., INC., AUCTIONEERS

By: *John M. Miller, Jr.*
 John M. Miller, Jr., Vice-President

I/We hereby certify that I/we purchased the above described property at and for the price of Three Thousand (\$3,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., Treasurer.

FILED

1957 MAR 20 AM 9:06

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: *Henry C. Bourke, Jr.*
 Henry C. Bourke, Jr., Treasurer

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Betty J. Kingsbury and Robert	*	ANNE ARUNDEL COUNTY
H. Kingsbury, her husband	*	Equity No. 12,026

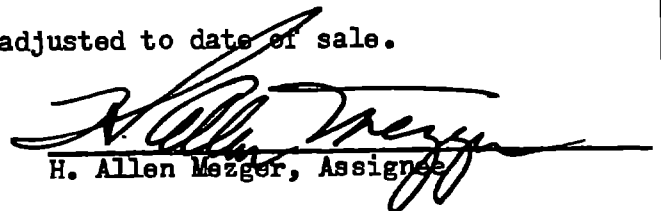
* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Betty J. Kingsbury and Robert H. Kingsbury, her husband, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Betty J. Kingsbury and Robert H. Kingsbury, her husband, to Arundel Federal Savings and Loan Association of Baltimore City dated May 9, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1025, folio 105, which mortgage was then duly assigned on January 30th, 1957, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, March 15th, 1957, at 3:00 o'clock P. M. attend on the premises and then and there sold at public auction, all those lots of ground located in the Fourth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Three Thousand (\$3,000.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.


H. Allen Mezger, Assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County

aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E. Seeger



My Commission Expires May 6th, 1957.

ORDER NISI

H. ALLEN MEZGER, Assignee.....

VERSUS

BETTY J. KINGSBURY and
ROBERT H. KINGSBURY, her husband.....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,026..... Equity

Ordered, this 20..... day of March....., 19 57, That the sale of the property in these proceedings mentioned..... made and reported by H. ALLEN MEZGER, Assignee.....

~~Exonerate~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of April..... next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of April..... next.

The report states that the amount of sales ^{was} ~~about~~ \$3,000.00.....
Filed 1957 Mar 20 AM 9:55

George T. Cromwell..... Clerk.

True Copy,

TEST:..... Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee.....

VERSUS

BETTY J. KINGSBURY and
ROBERT H. KINGSBURY, her husband.....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of April, 1957 that the sale made and reported by the ~~Trustee~~ aforesaid, be and the same ~~in~~ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the ~~Trustee~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 MAY -1 AM 10:25

Matthew L. Evans
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., April 26, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12.026Betty J. Kingsbury

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 29thday of April, 1957. The firstinsertion being made the 28th day ofMarch, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,026 EquityH. ALLEN MEZGER, assignee
Vs.BETTY J. KINGSBURY and ROBERT
H. KINGSBURY, her husband.Ordered, this 20th day of March, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by H. ALLEN MEZGER, As-
signee BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
thereof be shown on or before the
29th day of April next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 29th day of April next.The report states that the amount of
sale was \$3,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-18

FILEDNo. M. C. 12,305
1957 APR 26 AM 11:59

In the Case of

H. Allen Mezger,
Assignee
VS.
Betty J. Kingsbury
and
Robert H. Kingsbury, her husband"

In the
Circuit Court

For
Anne Arundel County
No. 12,026 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 20, 1957

All of which is respectfully submitted.

Laura R. Gickling
Auditor.

FILED

1957 MAY 24 PM 12:37

Dr.

in ac.

H. Allen Mezger, Assignee vs. Betty J. Kingsbury and
Robert H. Kingsbury, her husband

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	120	00	170	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	14	60		
Maryland Casualty Co. - bond premium	18	40		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Clerk of Court - recording assignment	1	00		
E. Jane Rusinek - notary fees	1	00		
Elaine E. Seeger - notary fee		50	141	56
To Assignee for Taxes, viz:				
1957 State and County taxes (\$46.96)-adj	9	78	9	78
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,627	16	2,627	16
			3,000	00
Amount of mortgage claim filed	4,564	13		
Cr. Amount allowed above	2,627	16		
Balancesubject to decree in personam	1,936	97		

with

H. Allen Mezger, Assignee

Cr.

1957

Mar.

15

Proceeds of Sale

3,000 00

3,000 00

3,000 00

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

H. Allen Mezger,

Assignee

VERSUS

Betty J. Kingsbury

and

Robert H. Kingsbury, her husband No. 12,026

Equity.

ORDERED, This 24th day of May, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1st
day of JULY next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
1st day of JULY next.

Filed 1957 24 May, 12:37 P.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of May, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED

1957 JUL -5 PM 3:40

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1957

We hereby certify, that the annexed

Order Nisi Eq. 12026
Auditor Account

Betty J. Kingsbury
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 1st

day of July, 1957. The first

insertion being made the 30th day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,026 Equity
A. ALLEN MEZGER, Assignee
Vs.

BETTY J. KINGSBURY and ROBERT
H. KINGSBURY, her husband.

Ordered, this 24th day of May, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE SATISFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 1st
day of July next; Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 1st day of July next.

GEORGE T. CROMWELL, Clerk.
True Copy. TEST:

GEORGE T. CROMWELL, Clerk.
JU-13

FILED

No. 1957 JUL - 5 AM 11:14

ARCHIE L. DAVIS
Route 2, Box 412,
Glen Burnie, Maryland,

PLAINTIFF

VS.

MARY L. TRAINOR,
1204 Poplar Avenue
Baltimore 27, Maryland
and
ALL OTHER PERSONS CLAIMING
BY, THROUGH OR UNDER HER
TO HAVE ANY INTEREST IN
LOTS NOS. 44 and 45, SECTION
"00", AS DESIGNATED ON A
PLAT OF GLEN BURNIE HEIGHTS,
THIRD ELECTION DISTRICT, ANNE
ARUNDEL COUNTY, MARYLAND

DEFENDANT

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,091 EQUITY

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That on or about October, 10, 1955, the Certificate of Tax Sale No. 2706 attached hereto was issued by Joseph P. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, in accordance with the provisions of Section 82 of Article 81 of the Annotated Code of Maryland, 1951 Edition, and said Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

All those lots of ground situate in the Third Election District of Anne Arundel County and described as Lots 44 and 45 in Section "00" of Glen Burnie Heights, a Plat of which is recorded among the Plat Records of Anne Arundel County in Plat Book G. W. Section 3, Folio 193. Being the identical lots of ground described less particularly in the said Certificate, and also being the identical lots of ground which were conveyed to the Defendant, Mary L. Trainor by Workman's Co-operative Realty Company by deed dated June 7, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 26, Folio 59.

1957 MAR 27 AM 10:43

FILED

On October 10, 1955, the date of the Collector's sale, the said lots of ground herein described were assessed to Mary L. Trainor and were in fact owned by her on that date. According to the Land, Equity and Orphans Court records of Anne Arundel County, the title to said property is still vested in the said Mary L. Trainor, subject to the tax sale mentioned in said Certificate.

3. That the aforesaid property has not been redeemed by any party in interest, although more than one year and one day from the date of the sale has expired.

4. The Plaintiff prays for process directed to the said Defendant, Mary L. Trainor, at her last known address as shown in the title to these proceedings; a copy of this Bill of Complaint has been mailed to the aforesaid Defendant at her aforesaid last known address.

5. The Plaintiff prays for an order of publication directed to all parties in interest in the hereinbefore described property.

6. Attached hereto as Exhibit "A" is the aforesaid Certificate of Tax Sale No. 2706.

7. That to redeem the property, it is necessary for the Defendant to pay the sum of \$23.25, with interest from October 10, 1955, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff, and any reimbursement due the Plaintiff under Sections 91, 92 and 109 of Article 81 of the Annotated Code of Maryland, 1951 Edition, and any supplements thereto.

8. The Plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the Defendant in and to the property described herein.

AND AS IN DUTY BOUND, ETC.


Archie L. Davis
Archie L. Davis, Plaintiff

John H. Hopkins, IV
John H. Hopkins, IV
Solicitor for Plaintiff
15 School Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Archie L. Davis and he acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.


VIRGINIA G. ZEBAJSKAS, Notary Public

Notary Commission Expires on May 7, 1957.

N^o 2706 CERTIFICATE OF TAX SALE

no 12,091 Equity

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and theCounty of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to a L.Davidson
P 2 Box 412 Glen B. Burne, Md. at public auction for the sum of 200 Dollars and 00Cents, of which 23.25 Dollars has been paid as a deposit on the property
in 3 District described as Lot 44-45 Sec. 00-40X
126 as shown on the plat of Glen Burne
Mts.and assessed to Mary L. Grainer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscam, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires 1957FILED
MAR 27 PM 12:54

Plaintiffs Exhibit

ARCHIE L. DAVIS
Route 2, Box 412,
Glen Burnie, Maryland,

PLAINTIFF

VS.

MARY L. TRAINOR
1204 Poplar Avenue
Baltimore 27, Maryland
and

ALL OTHER PERSONS CLAIMING
BY, THROUGH OR UNDER HER
TO HAVE ANY INTEREST IN
LOTS NOS. 44 and 45, SECTION
"00", AS DESIGNATED ON A
PLAT OF GLEN BURNIE HEIGHTS,
THIRD ELECTION DISTRICT, ANNE
ARUNDEL COUNTY, MARYLAND

DEFENDANT

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,091 EQUITY

* * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, and the State of Maryland, to the County Commissioners for Anne Arundel County and by mesne assignment, to the Plaintiff in the proceeding:

Lots Nos. 44 and 45, Section "00", as designated on a Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book G. W. Section 3, Folio 193.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of the sale has expired.

It is thereupon this 27th day of March, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this ORDER in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the

FILED
1957 MAR 27 AM 10:43

4th day of *June*, 1957, and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title, free and clear of all encumbrances.

George T. Cromwell
Atty

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
No. 12,091 Equity

ARCHIE L. DAVIS, Route 2, Box 412,
Glen Burnie, Maryland, PLAINTIFF
Vs.

MARY L. TRAINOR, 1204 Poplar Ave-
nue, Baltimore 27, Maryland
and

ALL OTHER PERSONS CLAIMING
BY, THROUGH OR UNDER HER TO
HAVE ANY INTEREST IN LOTS
NOS. 44 and 45, SECTION "OO", AS
DESIGNATED ON A PLAT OF GLEN
BURNIE HEIGHTS, THIRD ELEC-
TION DISTRICT, ANNE ARUNDEL
COUNTY, MARYLAND, DEFEND-
ANT.

**Order Of
Publication**

The object of this proceeding is to
secure the foreclosure of all rights of
redemption in the following property
situate in Anne Arundel County, sold
by the Collector of Taxes for Anne
Arundel County, and the State of Mary-
land, to the County Commissioners for
Anne Arundel County and by mesne as-
signment, to the Plaintiff in the pro-
ceeding:

Lots Nos. 44 and 45, Section "OO", as
designated on a Plat of Glen Burnie
Heights, Third Election District, Anne
Arundel County, Maryland, said Plat
being recorded among the Plat Records
of Anne Arundel County in Plat Book
G. W. Section 3, Folio 103.

The Bill states among other things,
that the amounts necessary for redem-
ption have not been paid, although more
than a year and a day from the date of
the sale has expired.

It is thereupon this 27th day of
March, 1937, by the Circuit Court for
Anne Arundel County, in Equity,
ORDERED that notice be given by the
insertion of a copy of this ORDER in
some newspaper having a general cir-
culation in Anne Arundel County, once
a week for four (4) successive weeks,
warning all persons interested in said
property to be and appear in this Court
by the 4th day of June, 1937, and re-
deem the property and answer the Bill
of Complaint, or thereafter a final de-
cree will be rendered foreclosing all
right of redemption in the property
and vesting in the Plaintiff a title, free
and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-25

OFFICE OF

LIBER 104 PAGE 401
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 17, 1937

We hereby certify, that the annexed

Order Publication

Eq. 12,091.

Archie L. Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 4th

day of June, 1937. The first

insertion being made the 4th

April, 1937.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1937 MAY 18 AM 9:52

ARCHIE L. DAVIS
Route 2, Box 412
Glen Burnie, Maryland

PLAINTIFF

VS.

MARY L. TRAINOR, ET AL
1204 Poplar Avenue
Baltimore 27, Maryland

DEFENDANT

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,091 EQUITY

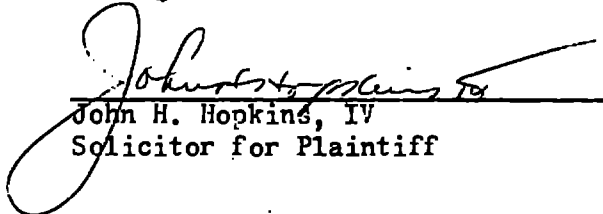
* * * * *

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

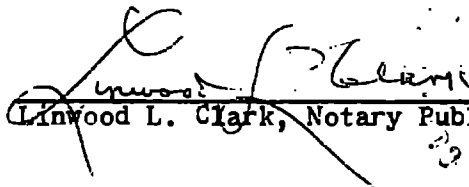
John H. Hopkins, IV, Solicitor for the Plaintiff herein, does hereby certify that on the second day of April, 1957, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by certified mail, return receipt requested, to the Defendant named in this case at her last known Post Office address, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the return from the aforementioned certified letter was as follows;

That the letter addressed to Mrs. Mary L. Trainor, 1204 Poplar Avenue Baltimore 27, Maryland, was returned marked "moved - left no address".

He further certifies that he has checked the Orphans Court records of Anne Arundel County, the telephone directories of Anne Arundel County and Baltimore City, and he is unable to locate the Defendant or a record of her estate; that he does not have any other address for the said Defendant, nor does he know the names or addresses of the heirs of the said Defendant, if she be deceased, nor has he any way of ascertaining same.


John H. Hopkins, IV
Solicitor for Plaintiff

Subscribed and sworn to before me this 5-13 day of June, 1957.


Linwood L. Clark, Notary Public

FILED
1957 JUN -5 PM 3:24

ARCHIE L. DAVIS
Route 2, Box 412
Glen Burnie, Maryland

PLAINTIFF

VS,

MARY L. TRAINOR, ET AL
1204 Poplar Avenue
Baltimore 27, Maryland

DEFENDANT

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,091 EQUITY

* * * * *

DECREE PRO CONFESSE

It appearing from the proceedings in this cause that the summons for the Defendant, Mary L. Trainor, was twice returned "non est"; and it appears further that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and the Defendant aforesaid, her heirs-at-law, or other persons claiming to have any interest in the property, which is the subject matter of these proceedings, having failed to appear herein person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 5th day of June, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendant, Mary L. Trainor, and her heirs-at-law, known and unknown, and those claiming by, through or under them and all persons having claim or claiming to have any interest in the property, which is the subject matter of these proceedings.

Benjamin Nicholas
Judge

FILED

1957 JUN -6 PM 12:20

ARCHIE L. DAVIS

VS.

MARY L. TRAINOR, ET AL

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,091 EQUITY

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 114, of Article 81 of the Annotated Code of Maryland, (1951 Edition) and supplements thereto,

It is, thereupon, this 6th day of July, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendant, or of anyone claiming by, through or under her, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiff for the non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the plaintiff.

3. That, upon the payment to him of the balances, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the plaintiff.

4. That the plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

FILED

1957 JUL -6 AM 11:46

IN THE CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND

Alice O. Lagasse and
Percy J. Lagasse, her husband;
John C. Zobrist and
Dorothy V. Zobrist, his wife;
Russell H. Owings and
Nana B. Owings, his wife;
Leila G. Owings, unmarried;
Margaret Owings and
Samuel Owings, IV, her husband;
Bertie O. Stevens and
Leslie C. Stevens, her husband;
Leroy Ernest Owings and
Sue A. Owings, his wife;
Robert L. StClair and
Willie StClair, his wife;

PLAINTIFFS

vs.

EQUITY NO. 1781

Vivian P. Davies and
Charles P. Davies, her husband;
Ringgold P. Miller, widow;
Hateva Horn and
Arthur Horn, her husband;
Grayson Russell and
James Russell, her husband;
Orvella V. Darlington and
Harry Darlington, her husband;
Margaret G. Owings, widow;
Richard H. Owings, unmarried;
William E. Owings and
Catherine Owings, his wife;
Carl Owings, widower;
Osbourne Owings and
Jeanette F. Owings, his wife;
Charles W. Owings and
Edith L. Owings, his wife;
Irving Owings and
Betty E. Owings, his wife;
Elizabeth O. Little and
Frank J. Little, her husband;
D. Clark Owings and
Marguerite C. Owings, his wife;
Eleanor O. Sparrow and
John B. Sparrow, her husband;
Wallace H. Owings and
Mary Owings, his wife;
Howard C. Owings and
Irene Owings, his wife;
Marion Maconachy and
W. Victor Maconachy, her husband;
Charlotte O. Case and
Walter E. Case, her husband;
Edith Shook and
Everett W. Shook, her husband;
Joseph C. Owings and
Irene Owings, his wife;
Helen Owings, widow;
Marie Kempshe and
Arthur J. Kempshe, her husband;
Emma C. Levertton and
Paul S. Levertton, her husband;
Raymond D. Owings, Jr. and
Florence Owings, his wife;
Wallace Owings and
Mary Jane Owings, his wife;
The unknown heirs of John Garnet Owings,

DEFENDANTS

*No 12,229 Equity
Anne Wendell Co.*

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1957 JUL 11 PM 2:15

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, Alice O. Lagasse and Percy J. Lagasse, John C. Zobrist and Dorothy V. Zobrist, Russell H. Owings and Nana R. Owings, Leila G. Owings, Margaret Owings and Samuel Owings, IV, Bertie C. Stevens and Leslie C. Stevens, Leroy Ernest Owings and Sue P. Owings, Robert L. StClair and Willie StClair, by J. Wilmer Johnson, their Attorney, respectfully represent unto the Court:

1. That Minnie A. Owings, of Friendship, Anne Arundel County, Maryland, was, during her lifetime, seized and possessed of certain real estate located partially in Anne Arundel County and partially in Calvert County, Maryland, and other tracts of real estate located entirely within Anne Arundel County, Maryland; that is to say: two lots of ground situate, lying, and being in the Village of Friendship, Anne Arundel County, Maryland, and particularly described in a Deed from Mary Jane Nuguhart, dated the 15th day of November, 1891, and of record among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 40, folio 296--a certified copy of which Deed is filed herewith and marked "Plaintiffs' Exhibit 'A'"; and a tract of land known as the "Chew Farm", located partially in Anne Arundel and partially in Calvert Counties, containing One Hundred Thirty-nine (139) Acres, more or less; the "Carr Farm" lying near Friendship, Anne Arundel County, containing One Hundred Seven and Eighty-two one hundredths (107.82) Acres, more or less; the "Smallwood Farm", adjoining the "Carr Farm", containing Sixty (60) Acres, more or less; the "Smith Farm", adjoining the "Carr" and "Smallwood" Farms, containing Seventy-eight and six-tenths (78.6) Acres, more or less; and a lot within the Village of Friendship, known as "Sutton's Lot", containing Twenty and Eighty-five one-hundredths (20.85) Acres, more or less; all of which are particularly described in a Deed from Joseph A. Wilson and John P. Briscoe, Trustees, to Minnie A. Owings, dated the 13th day of January, 1886, and of record among the Land Records of Calvert County, Maryland, in Liber S. S. No. 7, folio 138, and of record among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 27, folio 571--a certified copy of which Deed is filed herewith and marked "Plaintiffs' Exhibit 'B'".

2. That being so seized and possessed, with the exception of the "Sutton Lot", out of which innumerable lots have been sold, the said Minnie A. Owings departed this life intestate on the 3rd day of October, 1955, leaving the following heirs at law; that is to say:

1. Ella G. Walker, a sister, who predeceased her intestate and was a widow without issue;

2. Harry P. Owings, a brother, who predeceased her leaving as his only heirs at law:

(a) Russell H. Owings, a son, who has intermarried with one Nana R. Owings, two of the within-named Plaintiffs, and who reside at Owings, Calvert County, Maryland; and

(b) Eva Prout Magruder, a daughter, who died intestate, leaving as her only heirs at law:

(1) Vivian P. Davies, a daughter, who has intermarried with one Charles P. Davies, and who resides at 109 Gladstone Road, Lansdowne, Pennsylvania; and

(2) Ringgold P. Miller, a daughter, who is a widow, and who resides in Korea, c/o American Schools, APC #331, San Francisco, California;

(c) Iola H. Smith, a daughter, who died intestate on the 20th day of December, 1946, leaving as her only heirs at law:

(1) Hateva Horn, a daughter, who has intermarried with one Arthur Horn, and who resides at 10307 Ridgemoor Drive, Silver Spring, Maryland; and

(2) Grayson Russell, a daughter, who has intermarried with one James Russell, and who resides at 726 Mills Avenue, North Muskegan, Michigan;

3. Annie L. Zobrist, a sister, who predeceased her intestate, leaving as her only heirs at law:

(a) John C. Zobrist, a son, who has intermarried with one Dorothy V. Zobrist, two of the within-named Plaintiffs, and who reside at 1539 Northwick Road, Baltimore, Maryland; and

(b) Carlos Lobrist, a son, who died intestate, leaving as his sole heir at law:

(1) Orvella V. Darlington, a daughter, who has intermarried with one Harry Darlington, and who resides at Chilly Bleak Farm, Marshall, Virginia;

4. Ernest Owings, a brother, who predeceased her intestate, leaving as his only heirs at law:

(a) Leroy E. Owings, a son, who has intermarried with one Sue E. Owings, two of the within-named Plaintiffs, and who reside at 1209 East Capitol Avenue, Washington, D. C.; and

(b) Leila G. Owings, a daughter, one of the within-named Plaintiffs, and who is unmarried and who resides at 6807 Roosevelt Avenue, Seat Pleasant, Maryland; and

(c) Bertie C. Stevens, a daughter, who has intermarried with one Leslie C. Stevens, two of the within-named Plaintiffs, and who reside at 6807 Roosevelt Avenue, Seat Pleasant, Maryland; and

(d) William H. Owings, a son, who died intestate, leaving as his only heirs at law:

(1) Richard H. Owings, a son, who died intestate, leaving as his only heirs at law:

(aa) Margaret G. Owings, his widow, and who resides at 3312 Croffutt Place, Washington, D. C.; and

(bb) Richard H. Owings, a son, who is unmarried, and who resides at 3312 Croffutt Place, Washington, D. C.;

(2) William E. Owings, a son, who has intermarried with one Catherine Owings, and who resides at 2310 Gaylord Drive, Washington, D. C.;

(e) Mary O. StClair, a daughter, who died intestate, leaving as her sole heir at law:

(1) Robert L. StClair, a son, who has intermarried with one Willie St.Clair, two of the within-named Plaintiffs, and who reside at South Haven, Route No. 1, Annapolis, Maryland;

5. Ashby Owings, a brother, who predeceased her intestate, leaving as his only heirs at law:

(a) Carl Owings, a son, who is a widower, and who resides in Oakland, California; and

(b) John Garnet Owings, a son, who died intestate, leaving as his only heirs at law:

(1) Alice O. Lagasse, a daughter, who has intermarried with one Percy J. Lagasse, two of the within-named Plaintiffs, and who reside in San Diego, California; and

(2) Helen Owings, a daughter, who died intestate on the 21st day of October, 1950, and who was unmarried and without issue; and

(3) John Garnet Owings, a son, whose last known address was Los Angeles, California, and whose whereabouts is unknown;

6. Franklin Owings, a brother, who predeceased her intestate, leaving as his only heirs at law:

(a) Franklin Owings, a son, who died intestate, leaving as his sole heir at law:

(1) Osbourne Owings, a son, who has intermarried with one Jeanette F. Owings, and who resides at 5841 Nebraska Avenue, Washington, D. C.;

(b) Irving Owings, a son, who died intestate, leaving as his only heirs at law:

(1) Charles W. Owings, a son, who has intermarried with one Edith L. Owings, and who resides at 1210 Hill Street, Greensboro, North Carolina; and

(2) Irving Owings, a son, who has intermarried with one Betty H. Owings, and who resides at 311 Clovelly Road, Richmond 26, Virginia; and

(3) Elizabeth O. Little, a daughter, who has intermarried with one Frank J. Little, and who resides at Ridgemed Apt #305, 221 Ridgemed Road, Baltimore 10, Maryland; and

(4) D. Clark Owings, a son, who has intermarried with one Marguerite C. Owings, and who resides at 1202 Armstrong Street, Marietta, Georgia; and

(5) Eleanor O. Sparrow, a daughter, who has intermarried with one John B. Sparrow, and who resides at 3804 Churchill Circle, Hope Valley, Durham, North Carolina;

7. Wallace Owings, a brother, who predeceased her intestate, leaving as his only heirs at law:

(a) Wallace H. Owings, a son, who has intermarried with one Mary Owings, and who resides at 7451 Harding Avenue, Miami Beach 41, Florida; and

(b) Howard C. Owings, a son, who has intermarried with one Irene Owings, and who resides at RFD No. 3, Hampton, Virginia; and

(c) Marion Maconachy, a daughter, who has intermarried with one W. Victor Maconachy, and who resides at 4205 Euclid Avenue, Irvington, Baltimore, Maryland; and

(d) Charlotte O. Case, a daughter, who has intermarried with one Walter H. Case, and who resides at 1237 Linden Lane, Arbutus, Maryland; and

(e) Edith Shook, a daughter, who has intermarried with one Everett W. Shook, and who resides at Route No. 2, Siletz Highway, Toledo, Oregon; and

(f) Monroe Owings, a son, who died intestate, and who was unmarried and without issue;

(g) Joseph C. Owings, a son, who has intermarried with one Irene Owings, and who resides at 5410 South Broadway, Los Angeles, California; and

(h) Margaret Owings, a daughter, who has intermarried with one Samuel Owings, IV, two of the within-named Plaintiffs, and who reside at North Beach, Calvert County, Maryland; and

(i) Raymond D. Owings, a son, who died intestate, leaving as his only heirs at law:

(1) Helen Owings, his widow, and who resides at 3435 Old Frederick Road, Baltimore, Maryland; and

(2) Marie Kempse, a daughter, who has intermarried with one Arthur J. Kempse, and who resides at 8924 Old Harford Road, Baltimore 34, Maryland; and

(3) Lena C. Leverton, a daughter, who has intermarried with one Paul S. Leverton, and who resides at 3433 Old Frederick Road, Apt A-3, Baltimore 29, Maryland; and

(4) Raymond D. Owings, Jr., a son, who has intermarried with one Florence Owings, and who resides at 624 East Joppa Road, Towson 4, Maryland; and

(5) Wallace Owings, a son, who has intermarried with one Mary Jane Owings, and who resides at 3435 Old Frederick Road, Baltimore 29, Maryland.

All of the above-mentioned heirs of the said Minnie A. Owings are of full age.

3. That the personal estate of the said Minnie A. Owings is now being administered in the Orphans Court of Anne Arundel County, Maryland, with sufficient assets to pay all debts and all collateral inheritance taxes due.

4. That the real estate hereinbefore mentioned and described is not susceptible of partition without loss or injury to the parties entitled to interest therein, and in order to make division of the said interests, it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties, according to their respective interests.

To the end, therefore:

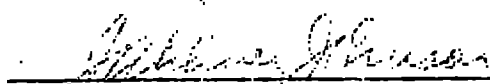
1. That a decree may be passed for the sale of the said real estate.

2. That the proceeds of the sale may be distributed among those entitled.

3. That your Orators may have such other and further relief as the case may require.

May it please your Honors to grant unto your Orators the Writ of Subpoena directed to the said Kateva Horn and Arthur Horn, Elizabeth O. Little and Frank J. Little, Marion Macconachy and J. Victor Macconachy, Charlotte O. Case and Walter E. Case, Helen Owings, Marie Kempshie and Arthur J. Kempshie, Emma C. Leverton and Paul S. Leverton, Raymond D. Owings, Jr. and Florence Owings, Wallace Owings and Mary Jane Owings, commanding them to be and appear in this Court in person or by solicitor on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the Order of Publication giving notice to the said Vivian P. Davies, Charles P. Davies, Ringgold F. Miller, Grayson Russell, James Russell, Margaret G. Owings, Richard H. Owings, William E. Owings, Catherine Owings, Carl Owings, Debourne Owings, Jeanette F. Owings, Charles W. Owings, Edith L. Owings, Irving Owings, Betty H. Owings, D. Clark Owings, Marguerite C. Owings, Eleanor O. Sparrow, John B. Sparrow, Wallace H. Owings, Mary Owings, Howard C. Owings, Irene Owings, Edith Shook, Everett W. Shook, Joseph C. Owings, Irene Owings, all of whom are non-residents of the State of Maryland, and the unknown heirs of John Garnet Owings, of the object and substance of this bill and warning them to be and appear in this Court in person or by solicitor on some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.


And as in duty, etc.


 J. Wilmer Johnson
 Solicitor for the Plaintiffs

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY that the foregoing is a true copy of a BILL OF COMPLAINT, filed in Equity No. 1781, one of the Equity Cases of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 5th day of July, 1957.


 J. Lloyd Bowen, Clerk



IN THE CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND

ALICE O. LAGASSE and
PERCY J. LAGASSE, her husband, et al
Plaintiffs

vs.

VIVIAN P. DAVIES and
CHARLES P. DAVIES, her husband, et al
Defendants

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*No. 12,229 Equity
Anne Brundel Co.*

Equity No. 1781

O R D E R

This cause having been read and considered on the petition filed by the Plaintiffs, it is thereupon

ADJUDGED, ORDERED, and DECREED, by the CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND, THIS 4th day of April, 1957, that the property mentioned in these proceedings be sold; that J. Wilmer Johnson be and they are hereby appointed trustees and that the course and manner of their proceedings shall be as follows: -- that they shall first file with the Clerk of this Court a bond to the State of Maryland executed by them and a corporate surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Twenty Five Thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any further decree or order in the premises; they shall then proceed to make the said sale having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Calvert County as they shall think proper of the time, place, manner and terms of sale which shall be for cash, and as soon as may be convenient after such sale or sales the said trustee shall return to this Court a full and particular account of their proceedings relative to such sale with an affidavit annexed of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale or sales and on the payment of the whole purchase money (and not before) the said trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property

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and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them, and the said trustees shall bring into this Court the money arising from said sale or sales to be deposited or invested and to be disposed of as this Court shall direct by final decree after deducting the costs of this suit and such commissions to said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

S/ JOHN B. GRAY, JR.

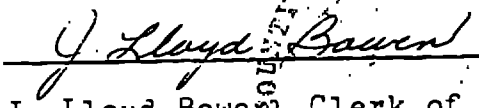
J U D G E

Filed April 5, 1957

STATE OF MARYLAND, CALVERT COUNTY, to wit:

I HEREBY CERTIFY, That the foregoing is a true copy of an ORDER , filed in Equity No. 1781, one of the Equity Cases of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I herunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of July, 1957.


J. Lloyd Bowen, Clerk of Circuit
Court for Calvert County, Maryland

IN THE CIRCUIT COURT FOR CALVERT COUNTY MARYLAND

ALICE O. LAGASSE and
PERCY J. LAGASSE, her husband, et al
Plaintiffs

vs.

VIVIAN P. DAVIES and
CHARLES P. DAVIES, her husband, et al
Defendants

* No. 12,229 Equity
* Anne Arundel Co.
*

* Equity No. 1781
*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Wilmer Johnson, Trustee, appointed by a Decree of this Court passed in the above entitled cause on the 4th day of April, 1957, to make sale of certain real estate therein mentioned, respectfully shows:

That, after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites, as required by law and the said Decree and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Calvert Independent, a weekly newspaper published in Calvert County, and in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door in the said County on the 4th day of May, 1957, at eleven o'clock A.M. and then and there proceeded to offer for sale said property in the manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said Decree, as follows:

FIRSTLY, all that part of the "Chew" Farm, situate, lying and being in Anne Arundel County, Maryland, which is the lot secondly described in the Deed from Joseph A. Wilson and John P. Biscoe, Trustees, to Minnie A. Owings, and recorded among the Land Records of Calvert County, Maryland, in Liber S. S. No. 7, folio 138, which lies on the North side of the road leading to Jewell

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and containing Twelve (12) Acres, was sold to Willis A. Fowler and Nettie L. Fowler, his wife, at and for the sum of One Thousand Four Hundred Fifty and no/100 (\$1,450.00) Dollars:

SECONDLY, the remaining portion of the "Chew" Farm, which lies partyl in Anne Arundel County and partly in Calvert County, and described in the aforesaid Deed from Joseph A. Wilson, et al Trustees to Minnie A. Owings, and containing One Hundred Twenty-Seven (127) Acres, was sold to Paul J. Bailey, Attorney, at and for the sum of Ten Thousand One Hundred and no/100 (\$10,100.00) Dollars:

THIRDELY, the "Carr" Farm which lies in Anne Arundel County, and described in the aforesaid Deed from Joseph A. Wilson, et al, Trustees, to Minnie A. Owings as the first parcel of land containing 107.82 Acres, was sold to Joseph Collinson at and for the sum of Nine Thousand Nine Hundred and no/100 (\$9,900.00) Dollars;

FOURTHLY, all that tract known as the "Smallwood" and "Smith" Farms which lies in Anne Arundel County, containing 138-1/6 Acres and described in the aforesaid Deed from Joseph A. Wilson, et al, Trustees, to Minnie A. Owings, as the third and fourth tracts-- saving and excepting therefrom, however, 8.645 Acres which was taken through condemnation proceedings by the Anne Arundel School Board in Law Case No. 7375, was sold to J. M. Thompson, Earl Thompson, and Newell Thompson, Co*Partners, Trading as J. M. Thompson & Sons, at and for the sum of Seven Thousand and no/100 (\$7,000.00) Dollars;

FIFTHLY, all that portion of the lot in Friendship known as the "Sutton Lot" originally described in the aforesaid Deed from Joseph A. Wilson, et al, Trustees, to Minnie A. Owings, as containing 20.85 Acres, which lies on the East side of the new State road leading from Friendship to Owings, saving and excepting therefrom, however, such lots as have been heretofore sold by the said Minnie A. Owings, and especially the lot of ground upon which stood her residence at the time of her death which is more particularly

described as follows:--Beginning for the same on the East side of the state road leading to Owings on the line of the land of James Webb, and thence following his line to the Northeast corner thereof, and thence in a Northerly direction to the state road leading to Rose Haven; said line to be ascertained by extending the East line of the said James Webb lot, and thence with the Rose Haven state road and the Owings state road to the place of beginning, was sold to Everett W. Armiger, Jr. and Catherine F. Armiger, his wife, at and for the sum of Two Thousand Six Hundred and no/100 (\$2,600.00) Dollars.

SIXTHLY, your Trustee offered the aforesaid late residence of Minnie A. Owings, but receiving only a bid of \$2,600.00, the same was rejected, but later at private sale, sold the same to J. Edgar Crosby and Mary G. Crosby, his wife, at and for the sum of Four Thousand and no/100 (\$4,000.00) Dollars; said lot being described as follows, that is to say:-- Beginning for the same at the intersection of the road to Rose Haven with the road to Owings, Maryland, and thence running in a Southerly direction with the East side of the Owings' road to the property of James Webb, and thence in an Easterly direction with the Webb property to the Northeast corner thereof; thence in a Northerly direction to the said road; said line to be ascertained by extending the East property line of the said Webb lot, and thence with the Rose Haven state road in a Westerly direction to the place of beginning;

SEVENTHLY, that your Trustee offered the Richard Owings lot on the West side of said Owings State road and on the south side of the old state road leading through Friendship, together with all the land which laid between the Marcellas lot and the said state roads and the Richard Owings lot, for which your Trustee received a bid of \$2,450.00, which your Trustee rejected;

EIGHTLY, that your Trustee then offered the remainder of the "Sutton Lot" located on the West side of the new state road to Owings and bounded on the South and West by the old state road to Owings and on the North by and main street through Friendship, for

which your Trustee received only a bid of \$425.00, which bid was rejected.

That your Trustee later sold, at private sale, to Emil P. Walkie and Louise E. Walkie, his wife, all the property owned by the said Minnie A. Owings lying on the West side of the new state road to Owings, South side of the main street through Friendship, and the East side of the old state road to Owings, at and for the sum of Three Thousand Three Hundred and no/100 (\$3,300.00) Dollars.

Respectfully submitted.

S/ J. Wilmer Johnson
J. Wilmer Johnson
Trustee

STATE OF MARYLAND, CALVERT COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of May, in the Year one thousand Nine Hundred and Fifty-seven, before me, the subscriber the Clerk of the Circuit Court for Calvert County, Maryland, personally appeared J. Wilmer Johnson, Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the Sale therein reported was fairly made.

Filed May 7, 1957

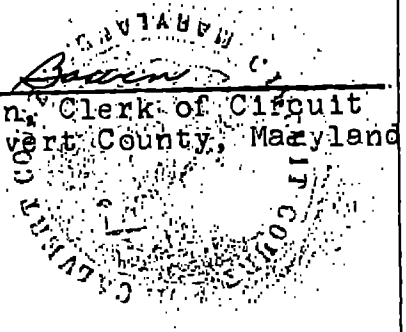
S/ J. Lloyd Bowen
J. Lloyd Bowen, Clerk of Circuit
Court for Calvert County, Md.

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the foregoing is a true copy of a REPORT OF SALE, filed in Equity No. 1781, one of the Equity cases of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of July, 1957.

J. Lloyd Bowen
J. Lloyd Bowen, Clerk of Circuit
Court for Calvert County, Maryland



IN THE CIRCUIT COURT FOR CALVERT COUNTY MARYLAND

ALICE O. LAGASSE and
PERCY J. LAGASSE, her husband, et al
Plaintiffs

vs.

VIVIAN P. DAVIES and
CHARLES P. DAVIES, her husband, et al
Defendants

* No. 12,229 Equity
* Anne Arundel Co.
* Equity No. 1781

P E T I T I O N

The Petition of J. Wilmer Johnson, Trustee in the above entitled cause, respectfully represents unto the Court:

That in his Report of Sale filed in this proceeding, he reported the second item therein described as the remaining portion of the "Chew" Farm containing One Hundred Twenty-seven Acres as having been sold to Paul J. Bailey, Attorney.

That the said Paul J. Bailey, Attorney, was in fact acting for Louis L. Goldstein and Hazel H. Goldstein, his wife, and accordingly, your Trustee begs leave to amend said Report of Sale to show that the second item was in fact sold to the said Louis L. Goldstein and Hazel H. Goldstein, his wife.

S/ J. Wilmer Johnson
J. Wilmer Johnson
Petitioner

Filed June 10, 1957

I consent to the amendment above requested.

S/ Paul J. Bailey
Paul J. Bailey
Attorney

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the foregoing PETITION is a true copy filed in Equity No. 1781, one of the Equity cases of Calvert County Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of July, 1957.

J. Lloyd Bowen
J. Lloyd Bowen, Clerk of the Circuit for Calvert County, Maryland

IN THE CIRCUIT COURT FOR CALVERT COUNTY MARYLAND

ALICE O. LAGASSE and
PERCY J. LAGASSE, her husband, et al,
Plaintiffs

* No. 12, 229 Equity
* Anne Arnold, C.

vs.

* Equity No. 1781

VIVIAN P. DAVIES and
CHARLES P. DAVIES, her husband, et al
Defendants

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O R D E R

ORDERED, by the CIRCUIT COURT for CALVERT COUNTY, MARYLAND, this 10th day of June, 1957, that the Report of Sale filed in this cause on the 7th day of May, 1957, be and the same is hereby amended to show the sale of a portion of the "Chew" farm to Louis L. Goldstein and Hazel H. Goldstein, his wife, in lieu of to Paul J. Bailey, Attorney, and that the said Report of Sale is thus amended be, and the same is hereby finally ratified and confirmed; no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

S/ JOHN B. GRAY, JR.

Filed June 10, 1957

J U D G E

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the foregoing ORDER is a true copy filed in Equity No. 1781, one of the Equity cases of Calvert County Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of July, 1957.

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J. Lloyd Bowen
J. Lloyd Bowen, Clerk of the
Circuit Court for Calvert County,
Maryland

IN THE CIRCUIT COURT FOR CALVERT COUNTY MARYLAND

ALICE O. LAGASSE and
PERCY J. LAGASSEE, HER husband, et al
Plaintiffs

vs.

VIVIAN P. DAVIES and
CHARLES P. DAVIES, her husband, et al
Defendants

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Equity No. 1781

FINAL ORDER RATIFYING CERTAIN SALES

ORDERED by the CIRCUIT COURT FOR CALVERT COUNTY this 5th day of June, 1957, that each of the series of sales made and reported by J. Wilmer Johnson, Trustee, in his report filed in this cause on May 7, 1957, be and they are hereby finally ratified and confirmed except the sale secondly reported therein, to wit:

A sale of a portion of the "Chew" Farm to Paul J. Bailey, Attorney; no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

S/ JOHN B. GRAY, JR.

Filed June 5, 1957

J U D G E

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the foregoing is a true copy of a FINAL ORDER RATIFYING CERTAIN SALES, filed in Equity No. 1781, one of the Equity Cases of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of July, 1957.

J. Lloyd Bowen, Clerk of Circuit Court for Calvert County, Maryland

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IN THE CIRCUIT COURT FOR CALVERT COUNTY MARYLAND

ALICE O. LAGASSE and
PERCY J. LAGASSE, her husband, et al,
Plaintiffs

: No. 12,229 Equity
: Anne Brunel Co.

vs.

: Equity No. 1781

VIVIAN P. DAVIES and
CHARLES P. DAVIES, her husband, et al
Defendants

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FINAL DECREE OF DISTRIBUTION

This cause standing ready for hearing, testimony having been taken, and being submitted, the proceedings were read and considered, and a decree for the sale of the real estate mentioned in these proceedings having been duly passed and it later appearing that all parties who are properly parties to the proceeding have been duly notified either by Writ of Subpoena or Order of Publication, it is thereupon

ADJUDGED, ORDERED, AND DECREED BY THE CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND, this 9th day of July, 1957, that the property described in the Bill of Complaint is not susceptible of partition in kind without loss or injury to the parties respectively entitled to interests therein, and that a sale thereof for purpose of partition was imperative and accordingly the sale heretofore made in this cause is confirmed and the proceeds therefrom now in the hands of J. Wilmer Johnson, Trustee, after the payment of proper costs and expenses will be distributed among the parties entitled thereto according to their several interests; and it is further

ORDERED, that all creditors of Edith Shook, deceased, file their claims against such deceased person duly authenticated with the Clerk of the Circuit Court for Calvert County, Maryland, on or before the 20th day of September, 1957, otherwise they will be excluded for the payment of their claims from the estate of the said deceased; and be it further

ORDERED that said Trustee be and he is hereby directed to cause a copy of this Order to be inserted in some newspaper printed and published in Calvert County once a week for four successive weeks prior to the 19th day of August, 1957.

S/ JOHN B. GRAY, JR.

J U D G E

Filed July 9, 1957

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY that the foregoing is a true copy of a FINAL DECREE OF DISTRIBUTION filed in Equity No. 1781, one of the Equity cases of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 9th day of July, 1957.

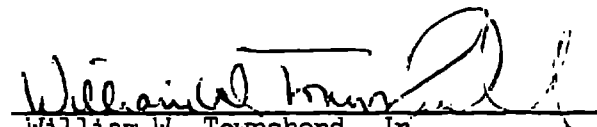


J. Lloyd Bowen
J. Lloyd Bowen, Clerk of the Circuit
Court for Calvert County, Maryland

IN THE MATTER OF THE MORTGAGED REAL : No. 12,060 Equity
ESTATE OF FRANK P. MILLER AND : In the Circuit Court for
MARGARET H. MILLER, HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original
mortgage therewith.


William W. Townshend, Jr.,
Attorney named in mortgage

FILED

1957 MAR 11 AM 10:08

FIRST PURCHASE MONEY

LIBER 952 PAGE 223

No. 12,060 *Smith***This Mortgage,**

made this 3rd day of August

in the year one thousand nine hundred and fifty-five, between

FRANK P. MILLER and MARGARET H. MILLER, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

NINE THOUSAND DOLLARS - - - - - (\$9,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY FIVE DOLLARS - - - - - (\$65.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the third day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in

Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 16 and 18, in Block 17, in the subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4, formerly filed in Cabinet 2, Rod D-9, Plat 349.

BEING the same property conveyed to the within-named Mortgagors by James H. Martin and Edna V. Martin, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1957 MAR 11 AM 10:08

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

104 PAGE 424

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their

heirs, personal representatives or assigns, covenant with the

said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to foreclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Frank P. Miller (SEAL)
Frank P. Miller

Margaret H. Miller (SEAL)
Margaret H. Miller

(SEAL)

LIBER 952 PAGE 226

State of Maryland, Anne Arundel County, to wit:

LIBER 104 PAGE 425

I HEREBY CERTIFY, that on this 3rd day of August, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Frank P. Miller and Margaret H. Miller, his wife, the above named Mortgagor(s), satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
 NOTARY PUBLIC
 Pauline M. Bozman

My Commission expires 5/6/57

Recorded-4th-Aug.-1955-at-10:20-A.M.

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

FIRST PURCHASE MONEY

MORTGAGE

FROM

FRANK P. MILLER AND

MARGARET H. MILLER, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record 4 AUG

1955 at 10:20 o'clock A. M.

Same day recorded in Liber G.T.C.

No. 153 folio 223 &c. one of

the Land Records of Anne Arundel County

and examined per

GEORGE T. CROMWELL, Clerk

Cost of Record \$ 7.10 PD

WILLIAM W. TOWNSEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Md.

ATTORNEY'S SALE

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Frank P. Miller and Margaret H. Miller, his wife, dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 952, Folio 223, default having occurred thereunder, the undersigned Attorney named in mortgage will offer for sale at public auction on the premises on

TUESDAY, APRIL 9, 1957

at 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 16 and 18, in Block 17, in the subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

Being the same property conveyed unto Frank P. Miller and Margaret H. Miller, his wife, by James H. Martin and Edna V. Martin, his wife, by deed dated August 3, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 952, Folio 221.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townsend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press
March 14, 21, 28
April 4

FILED

1957 MAR 11 AM 10:08

In the Matter of the : No. 17.060 Equity
Mortgaged Real Estate : IN THE
of Frank P. Miller and : CIRCUIT COURT
Margaret H. Miller, his wife. : FOR
: ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

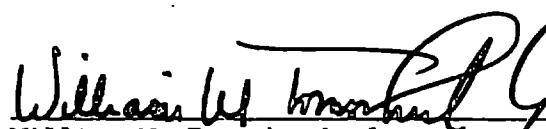
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney for United Federal Savings and Loan Association of Glen Burnie, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States,

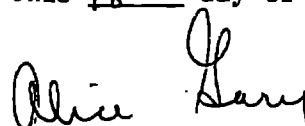
(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

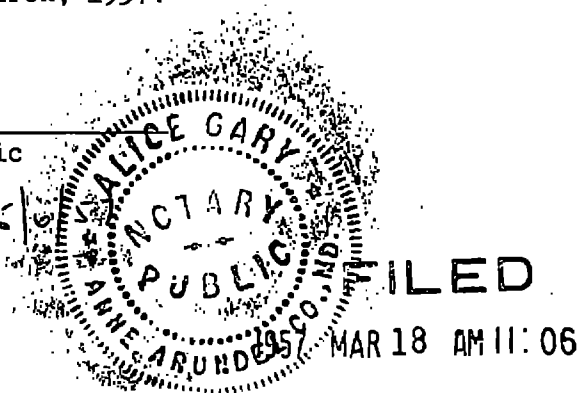
(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.


William W. Townshend, Jr.
Affiant

Subscribed and sworn to before
me this 18th day of March, 1957.


Alice Gary, Notary Public

My commission expires



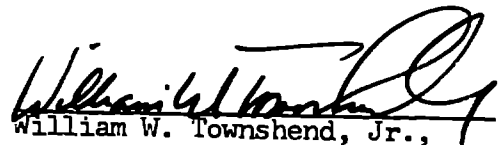
IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 12,060 Equity
 OF FRANK P. MILLER AND MARGARET H. MILLER, : In the Circuit Court for
 HIS WIFE : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

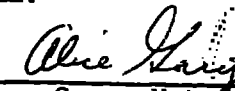
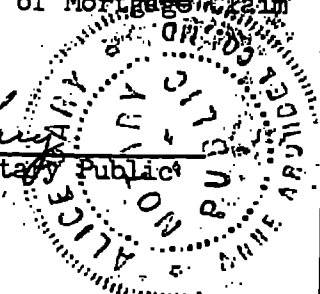
Amount of mortgage from Frank P. Miller and
 Margaret H. Miller, his wife, to United Federal
 Savings and Loan Association of Glen Burnie, dated
 August 3, 1955 and recorded among the Land Records
 of Anne Arundel County in Liber G.T.C. 952,
 Folio 223 \$9,000.00

Less total amount paid on principal	\$259.86	
Less credit expense account	<u>39.36</u>	
	\$299.22	299.22
		<u>\$8,700.78</u>

Interest from August 1, 1956 thru March 31, 1957	\$349.81	
Interest from April 1, 1957 to April 9, 1957	<u>13.11</u>	
	\$362.92	362.92
		<u>\$9,063.70</u>


 William W. Townshend, Jr.,
 Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:
 I HEREBY CERTIFY that on this 20th day of March, 1957, before
 the subscriber, a Notary Public of the State of Maryland, in and for the
 County aforesaid, personally appeared William W. Townshend, Jr., Attorney
 named in mortgage, and he acknowledged the within Statement of Mortgage Claim
 to be true and the facts therein contained correct.
 WITNESS my hand and Notarial seal.


 Alice Gary, Notary Public


FILED

1957 MAR 20 AM 11:02

KNOW ALL MEN BY THESE PRESENTS:

No. 12,060 Equity

THAT WE WILLIAM W. TOWNSHEND, JR.,
Towns-Worth Building, Annapolis, Maryland as principal,
and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of
Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of TEN THOUSAND AND 00/100-----(\$10,000.00)--- Dollars,
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this 22nd day of March in the year
of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden WILLIAM W. TOWNSHEND, JR.
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County
in Foreclosure to sell Property described as Lot 16 and 18,
Block 17, Franklin Manor Beach, 7th Election District, Anne Arundel
County, Maryland
mentioned in the proceedings in the case of United Federal Savings & Loan Association
vs.

Frank P. Miller and Margaret H. Miller, his wife
now pending in said Court:

Now the Condition of the above Obligation is such,
THAT IF THE ABOVE BOUNDEN WILLIAM W. TOWNSHEND, JR.
do and shall well and faithfully perform the trust reposed in him by said decree, or that may
be reposed in him by any future decree or order in the premises, then the above obligation to
be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered
in the presence of

William A. Mills

Anne Arundel County
State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA a corporation of the State of Pennsylvania

does hereby constitute and appoint C. Raymond Hutchins

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-
acter and discription that are or may be required to be filed in the Circuit Court of Anne Arundel County
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-
ney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd
day of March, 1957..

ATTEST:

Carroll W. Laird
Assistant Secretary

Carroll W. Laird

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney

March 22nd, 1957.

FILED

1957 MAR 26 AM 11:29

INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA

By:

R. S. Robins
Vice President

R. S. Robins

INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary

Approved this 26 Mar, 1957.
George T. Cromwell, Clerk

ROBERT H. CAMPBELL

Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-worth Bldg., South Street

Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Frank P. Miller and Margaret H. Miller, his wife, dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 952, Folio 223, default having occurred thereunder, the undersigned Attorney named in mortgage will offer for sale at public auction on the premises on

TUESDAY, APRIL 9th, 1957

AT 11:00 O'CLOCK, A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 16 and 18, in Block 17, in the subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

Being the same property conveyed unto Frank P. Miller and Margaret H. Miller, his wife, by James H. Martin and Edna V. Martin, his wife, by deed dated August 3, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 952, Folio 221.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Filed 1957 Apr. 11, A.M. 11:14

William W. Townshend, Jr., Attorney

Towns-Worth Bldg., South Street

Annapo' Maryland

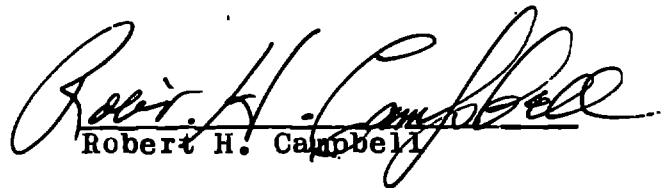
Annapolis, Maryland
April 9, 1957

I hereby certify that I have this 9th day of April, 1957 sold the property known as Lots 16 and 18, in Block 17, Franklin Manor Beach, Seventh Election Dist., Anne Arundel County, Maryland, unto

United Federal Savings and Loan Association of Glen Burnie
at and for the sum of

NINE THOUSAND SIXTY THREE DOLLARS AND 70/100 ----(\$9,063.70)

they being then and there the highest bidders therefor.


Robert H. Campbell

Annapolis, Maryland
April 9, 1957

I/we hereby certify that we have this 9th day of April, 1957, purchased the property known as Lots 16 and 18, Block 17, Franklin Manor Beach, Seventh Election District, Anne Arundel County, Maryland, from William W. Townshend, Jr., Attorney, at and for the sum of

NINE THOUSAND SIXTY THREE DOLLARS AND 70/100 -----(\$9,063.70)

and we hereby agree to comply with the terms of sale.

United Federal Savings and Loan
Association of Glen Burnie

By: 
Purchaser

Purchaser

FILED

1957 APR 11 AM 10:14

In the Matter of the Mortgaged Real : No. 12,060 Equity
Estate of Frank P. Miller and : In the Circuit Court for
Margaret H. Miller, his wife : Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Frank P. Miller and Margaret H. Miller, his wife, dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 952, Folio 223, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, April 9, 1957, at 11:00 o'clock A.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie, a body corporate, at and for the sum of NINE THOUSAND SIXTY THREE DOLLARS AND SEVENTY CENTS (\$9,063.70), being at that figure the highest bidder therefor, said property described as follows:

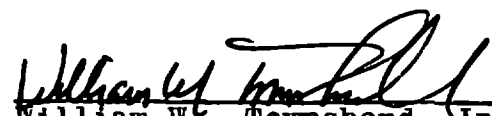
ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 16 and 18, in Block 17,

FILED
1957 APR 11 AM 10:14

in the subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

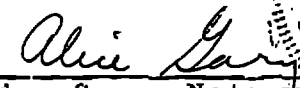
Respectfully submitted


William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public



Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,000, Equity
In The Matter Of The Mortgaged Real
Estate Of FRANK P. MILLER And
MARGARET H. MILLER, His Wife.
Ordered, this 11th day of April, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by William W. Townsend, Jr.,
Attorney Named In Mortgage BE RATI-
FIED AND CONFIRMED, unless cause
to the contrary, thereof be shown on or
before the 20th day of May next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 20th day
of May next.

The report states that the amount of
sale was \$9,003.70.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

M-6

CERTIFICATE OF PUBLICATIONAnnapolis, Md., May 17, 1957

We hereby certify, that the annexed

Order Nisi. SaleEq. 12,060.Frank P. Miller.

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4successive weeks before the 20thday of May, 1957. The firstinsertion being made the 18th day ofApril, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. P. Tilghman**FILED**No. M. G. 110 1957 MAY 17 PM 2:31

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXX

FRANK P. MILLER and
MARGARET H. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,060

Equity

Ordered, this 11th day of April, 1957, That the sale of the
property in these proceedings mentioned
made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named in Mortgage
XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th
day of May next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 20th
day of May next.

was

The report states that the amount of sales was \$ 9,063.70

Filed 11 April 1957
11:50 A.M.

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXX

FRANK P. MILLER and

MARGARET H. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of May, 1957,
that the sale made and reported by the ~~Deedee~~ aforesaid, be and the same ~~is~~ hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause: and the ~~Deedee~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 MAY 21 PM 3:49

15

Benjamin H. Hatcher
Judge

In the Case of

In the Matter of the
Mortgaged Real Estate
of ~~MS.~~
Frank P. Miller
and
Margaret H. Miller, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,060 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 28, 1957

All of which is respectfully submitted.

Laura R. Gachling
Auditor.

FILED
1957 MAY 28 PM 2:29

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of Frank P. Miller
and Margaret H. Miller, his wife

To Attorney for Commissions, viz:	301	91		
To Attorney for Fee, viz:	100	00	401	91
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	05		
Indemnity Ins. Co. of N.A. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Alice Gary - notary fees	1	50	157	24
To Attorney for Taxes, viz:				
1957 State and County taxes (\$132.60)-adj.	36	83	36	83
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	8,416	22	8,416	22
			9,063	70
Amount of mortgage claim filed	9,063	70		
Cr. Amount allowed above	8,416	22		
Balance subject to decree in personam	647	48		

ORDER NISI

LIBER 104, PAGE 439

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged

Real Estate

~~VERSUS~~

of

Frank P. Miller

and

Margaret H. Miller, his wife

No. 12,060

Equity.

ORDERED, This 28th day of May, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June, 1957, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June, 1957, next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of July, 1957, that the aforesaid Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1957 JUL 18 PM 2:59

19

1957 MAY 28 PM 2:28
FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,060, Equity

In the Matter of the Mortgaged Real Estate of FRANK P. MILLER and MARGARET H. MILLER, his wife
Ordered, this 28th day of May, 1957; That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 8th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-20

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 13, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,060
Auditor's account.Frank P. Miller.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 8thday of July, 1957. The first
insertion being made the 6th day ofJune, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 11,960

1957

JUL 16

PM 3:18

By

H. Tilghman

M. WILMER SMITH and
ANNIE SMITH, his wife
Edgewater, Maryland

No. 12,051 Equity

vs.

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EWALD SCHNEIDER,
SARAH V. MATTESON,
VIRGINIA BAYLOR, and
JACK BAYLOR, her husband,
ELLA BEN MATTESON, and,
FLOYD MATTESON, infant, and
HORTENSE MATTESON, infant
by their next of friend and
mother, ELLA BEN MATTESON
C. LEROY MATTESON, and the
wife of said C. LEROY MATTESON,
if any,
WILLIAM F. MATTESON, JR., and
MARGARET G. MATTESON, his wife
ALBERT ROGERS, and
HAZEL ROGERS, his wife
BLANCHE SIGMAN, and the husband
of said BLANCHE SIGMAN, if any,
MURRAY M. MATTESON, JR., and
the wife of said MURRAY M.
MATTESON, JR., if any,
JAMES MATTESON, and the wife
of said JAMES MATTESON, if any,
Non-residents, their respective
unknown heirs, personal repre-
sentatives, devisees, and judg-
ment creditors, if any of the
said persons be now deceased:

and

The unknown heirs, personal
representatives, devisees, and
judgment creditors, if any, of
the following deceased persons:
WILLIAM F. MATTESON, SR.
MURRAY M. MATTESON
DON FRANCIS MATTESON, and
all persons having or claiming
to have any interest in the
property known as Lot No. 11,
Square 7, as shown on the Plat
of Edgewater Beach, situated in
Anne Arundel County, State of
Maryland.

BILL OF COMPLAINT TO
FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, M. Wilmer Smith and Annie Smith, his wife, by
William W. Townshend, Jr. and William E. Kirk, their Attorneys, respectfully
state:

1. That on July 25, 1956, the Certificate of Tax Sale attached

FILED

1957 MAR -6 PM 3:15

hereto marked "Complainants' Exhibit No. 1" and pertaining to Lot 11, Square 7, as shown on the Plat of Edgewater Beach was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to County Commissioners of Anne Arundel County and duly assigned to your Complainants, which Certificate is prayed to be taken as part hereof.

2. That the property mentioned in said Certificate is described as follows:

Certificate No. 2980 - Property in the First District described as Lot 11, Square 7, as shown on the Plat of Edgewater Beach, which lot, at the time of the tax sale was assessed to Ewald Schneider; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 14, 1935, was Sixty-nine Dollars and Thirty-seven Cents (\$69.37).

3. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of sale was:

Ewald Schneider
3725 New Hampshire Avenue
Washington, D. C.
Edgewater Beach
Lot No. 11, Square 7

And that the property described in the Certificate of Tax Sale is the same as set out above.

4. That although the assessment records show title to be in the name of Ewald Schneider for the above-numbered lot, according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, title to the said lot was vested in the names of William F. Matteson, Sr. and Sarah V. Matteson, his wife at the time of the tax sale, and that the Board of County Commissioners purchased said lot at said tax sale for the aforesaid Sixty-nine Dollars and Thirty-seven Cents (\$69.37), which sale was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 2699, and that the Board of County Commissioners for Anne Arundel County together with Joseph H. Griscom, Sr.,

Treasurer, conveyed said lot to Erle E. Stacy and Bertha U. Stacy, his wife, by deed dated October 2, 1947 which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 436, Folio 103; that the said Erle Stacy and wife, by deed dated July 10, 1953 did convey the same property to Gerald M. McClean and Winifred Eva McClean, his wife, which deed is recorded among the aforesaid Land Records in Liber J.H.H. No. 768, Folio 100; and the said Gerald McClean and wife conveyed the same property to your Complainants by deed dated September 19, 1955, and recorded among the aforesaid Land Records in Liber G.T.C. No. 966, Folio 47.

5. That William F. Matteson, Sr. was the developer of the subdivision known as Edgewater Beach and that your Complainants believe and therefore allege that the aforesaid property was conveyed to the said Ewald Schneider who requested the Collector of Taxes for the State of Maryland and Anne Arundel County to change the tax rolls to show the said property to be assessed in his name but failed to have the deed properly recorded.

6. That the aforesaid lot of ground has not been redeemed by any party in interest, although more than one year and one day from the date of sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland

7. That title to the above property was conveyed to William F. Matteson, (Sr.) and Sarah V. Matteson, his wife, as tenants by the entireties by deed from Charles H. Herold, single, dated April 12, 1944, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 74, Folio 151; that your Complainants are informed, believe, and therefore allege that subsequent to the recording of said deed William F. Matteson (Sr.) was divorced from Sarah V. Matteson; and that a one-half ($\frac{1}{2}$) undivided interest in said lot of ground is vested in the heirs of William F. Matteson, Sr., deceased, and the other or remaining one-half ($\frac{1}{2}$) undivided interest in said lot of ground is vested in Sarah V. Matteson or her heirs at law.

8. That your Complainants are informed, believe and therefore aver

that the said William F. Matteson, Sr., was married three times before his death; that there has been no administration on his estate in Anne Arundel County; and that the first marriage of William F. Matteson, Sr. resulted in the birth of five children; namely Hazel Matteson, (now Hazel Rogers), C. LeRoy Matteson, William F. Matteson, Jr., Murray M. Matteson and Don Francis Matteson; that the said Hazel Matteson is living and married to Albert Rogers; that the said C. Leroy Matteson is living and his married status unknown; that the said William F. Matteson, Jr. is living and married to Margaret G. Matteson; that the said Murray M. Matteson has since departed this life, leaving surviving him his wife Blanche Matteson (now Blanche Sigman) and two adult issue, namely Murray M. Matteson, Jr. and James Matteson; that the said Don Francis Matteson departed this life in 1924, unmarried and without issue; and that your Complainants have no knowledge of the appointment of any personal representative or representatives for the estates of the said William F. Matteson, Sr., Don Francis Matteson, Murray M. Matteson, Sr. and the first wife of the said William F. Matteson, Sr. who died prior to the second marriage of William F. Matteson, Sr.

9. That your Complainants are informed, believe and therefore aver that there was born to William F. Matteson, Sr.'s second marriage with Sarah V. Matteson, one child, namely Virginia Matteson who intermarried with Jack Baylor; that the said William F. Matteson, Sr. was divorced from his second wife, Sarah V. Matteson, as aforesaid and subsequent thereto, he intermarried with Ella Ben Matteson; that the following named children were born to the third marriage of William F. Matteson, Sr., namely Floyd Matteson and Hortense Matteson who are minors; and that your Complainants are informed, believe and therefore aver that all of the persons named in this paragraph, except William F. Matteson, Sr. are living.

10. That your Complainants are advised, believe and therefore aver that all of the above named defendants are non-residents of the State of Maryland and therefore your Complainants pray for process to be directed to the said non-resident defendants at their last known addresses as shown below:

EWALD SCHNEIDER
3725 New Hampshire Avenue
Washington, D. C.

ELLA BEN MATTESON
1844 East 25th Street
Jacksonville, Florida

FLOYD MATTESON, infant, and
HORTENSE MATTESON, infant by
their next of friend and mother,
ELLA BEN MATTESON, of
1844 East 25th Street
Jacksonville, Florida

C. LEROY MATTESON, and the
wife of said C. LEROY MATTESON,
if any,
661 Taney Street
Eugene, Oregon

WILLIAM F. MATTESON, JR. and
MARGARET G. MATTESON, his wife,
120 South Five Point Road
West Chester, Pennsylvania

ALBERT ROGERS and
HAZEL ROGERS, his wife
Drexel Hill Apts.
68-13 Ferne Boulevard
Drexel Hill, Pennsylvania

BLANCHE SIGMAN, and the husband
of said BLANCHE SIGMAN, if any,
Sunshine Alves Drive
Eugene, Oregon

JAMES MATTESON, and the wife of
said JAMES MATTESON, if any,
1144 Water Street
Springfield, Oregon

That the addresses of Sarah V. Matteson, Virginia Baylor and her
husband, Jack Baylor, and Murray M. Matteson, Jr. are unknown.

11. That the amount necessary for the redemption of the above en-
titled property is as follows:

Certificate No. 2960 - \$69.37

which is the amount paid for said property by the Board of County Commissioners
for Anne Arundel County, as the same appears on the Certificate of Tax Sale
with interest at the rate of six per cent per annum, from the date of sale to
the date of redemption, together with all taxes, interest, and penalties paid
by the Complainants herein subsequent to the date of sale of said property,
under the provisions of the Acts of 1943 aforesaid, as amended.

12. That your Complainants pray for an Order of Publication directed
to all the parties in interest in the aforementioned property.

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights
of redemption of the defendants herein, in and to the aforesaid Lot 11,
Square 7, as shown on the Plat of Edgewater Beach, Anne Arundel County,
Maryland.

(b) That the Court pass a final decree whereby there will be
vested in the Complainants, an absolute and indefeasible title to the property
aforesaid, in fee simple, free and clear of all prior or subsequent alienations
and descents, and encumbrances, except taxes and other public liens, accruing

subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warn them to be and appear in this Court, in person or by Solicitor, on or before the day of May, 1957, and to file an answer or other defense within fifteen days thereafter, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, etc.

M. Wilmer Smith
M. Wilmer Smith

Annie E. Smith
Annie Smith

TOWNSHEND AND KIRK

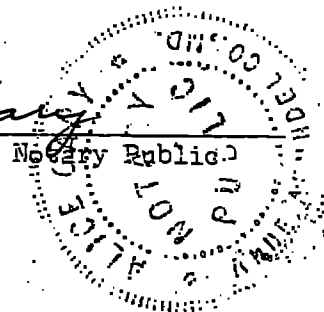
BY William E. Kirk
William E. Kirk
Towns-North Bldg., South St.
Annapolis, Md. -- Colonial 3-4546

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of March, 1957, before me the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared M. Wilmer Smith and Annie Smith, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Alice Garg
Notary Public



No. 12,051

Nº 2980 CERTIFICATE OF TAX SALE

I, Joseph N. Briscoe Jr. ^{Successor to C. Albert Hodges}, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A. C. Co. Comm. at public auction for the sum of 69 Dollars and 37 Cents, of which Dollars has been paid as a deposit on the property in 1 District described as Lot 11 Square 7 as shown on the plat of Edgewood Beach.

and assessed to Ewald Schneider

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 25 day of July, 19 56

Joseph N. Briscoe Jr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 25 day of October, July 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Briscoe Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Sterling
Notary Public

My Commission Expires May 6, 1957

FILED

1957 MAR -6 PM 3:15

Complainants' Exhibit No. 1

(two sides)



FOR VALUE RECEIVED, the COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY, MARYLAND, hereby assign the within Certificate of Tax Sale unto M. Wilmer Smith and Annie Smith, his wife.

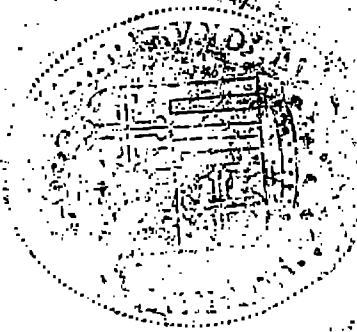
WITNESS the name of the COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY, MARYLAND, by its president, Ralph L. Lowman and its corporate seal hereunto affixed, this 28th day of February, 1957.

TEST:

COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY, MARYLAND

BY: Ralph L. Lowman (SEAL)
Ralph L. Lowman, President

Lucy F. Lowman



8

M. WILMER SMITH and
ANNIE SMITH, his wife
Edgewater, Maryland

No. 12,051 Equity

vs.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EWALD SCHNEIDER,
SARAH V. MATTESON,
VIRGINIA BAYLOR, and
JACK BAYLOR, her husband,
ELLA BEN MATTESON, and
FLOYD MATTESON, infant, and
HORTENSE MATTESON, infant
by their next of friend and
mother, ELLA BEN MATTESON
C. LEROY MATTESON, and the
wife of said C. LEROY MATTESON,
if any,
WILLIAM F. MATTESON, JR., and
MARGARET G. MATTESON, his wife
ALBERT ROGERS, and
HAZEL ROGERS, his wife,
BLANCHE SIGMAN, and the husband
of said BLANCHE SIGMAN, if any,
MURRAY M. MATTESON, JR., and
the wife of said MURRAY M.
MATTESON, JR., if any,
JAMES MATTESON, and the wife
of said JAMES MATTESON, if any,
Non-residents, their respective
unknown heirs, personal repre-
sentatives, devisees, and judg-
ment creditors, if any of the
said persons be now deceased:

and

The unknown heirs, personal
representatives, devisees, and
judgment creditors, if any, of
the following deceased persons:
WILLIAM F. MATTESON, SR.
MURRAY M. MATTESON
DON FRANCIS MATTESON, and
all persons having or claiming
to have any interest in the
property known as Lot No. 11,
Square 7, as shown on the Plat
of Edgewater Beach, situated in
Anne Arundel County, State of
Maryland.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all
rights of redemption in the following property situate in the First Election
District of Anne Arundel County, Maryland, sold by the Collector of Taxes for
the State of Maryland and Anne Arundel County to the County Commissioners of
Anne Arundel County who subsequently conveyed said property to the assignors
of the Complainants in these proceedings;

FILED

1957 MAR -6 PM 3:15

9

Lot 11, Square 7, as shown on the Plat of Edgewater Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 2, Page 39.

BEING the same property conveyed by William F. Matteson, Sr. and Sarah V. Matteson, his wife, to Ewald Schneider by an unrecorded deed, which property was sold by the Treasurer for Anne Arundel County to the County Commissioners of Anne Arundel County on October 14, 1935 under Tax Sale Proceedings No. 2699; said property subsequently being conveyed by the County Commissioners of Anne Arundel County to Erle E. Stacy and wife, by deed dated October 2, 1947 and recorded among the Land Records for Anne Arundel County in Liber J.H.H. No. 436, Folio 103; which lot was then conveyed to Gerald M. McClean and wife by deed dated July 10, 1953 and recorded in the aforesaid Land Records in Liber J.H.H. No. 768, Folio 100, and thereafter conveyed to your Complainants by deed dated September 19, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. No. 966, Folio 47.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon this 6 day of March, 1957, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, before the 15 day of *April*, 1957, warning all persons interested in the said property to be and appear in this Court, in person or by solicitor, by the 15 day of *May*, 1957, and redeem the property and file his plea, answer or other defense within fifteen days afterward, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

George T. Cromwell, Clerk
George T. Cromwell, Clerk

TRUE COPY TEST:

Clerk

No. 12,051 EQUITY
IN THE CIRCUIT
COURT FOR ANNE
ARUNDEL COUNTY

M. WILMER SMITH and ANNIE
SMITH, his wife, Edgewater, Maryland
Vs.

EWALD SCHNEIDER, SARAH V.
MATTESON, VIRGINIA BAYLOR,
and JACK BAYLOR, her husband,
ELLA BEN MATTESON, and
FLOYD MATTESON, infant, and
HORTENSE MATTESON, infant, by
their next of friend and mother,
ELLA BEN MATTESON, C. LEROY
MATTESON, and the wife of said C.
LEROY MATTESON, if any, WILLIAM F. MATTESON, JR., and
MARGARET G. MATTESON, his
wife, ALBERT ROGERS, and HAZEL
ROGERS, his wife, BLANCHE SIG-
MAN, and the husband of said
BLANCHE SIGMAN, if any, MUR-
RAY M. MATTESON, JR., and the
wife of said MURRAY M. MAT-
TESON, JR., if any, JAMES MAT-
TESON, and the wife of said JAMES
MATTESON, if any, Non-residents,
their respective unknown heirs, per-
sonal representatives, devisees, and
judgment creditors, if any of the said
persons be now deceased:

and
The unknown heirs, personal repre-
sentatives, devisees, and judgment cred-
itors, if any, of the following de-
ceased persons: WILLIAM F. MAT-
TESON, SR.; MURRAY M. MAT-
TESON, DON FRANCIS MAT-
TESON, and all persons having or
claiming to have any interest in the
property known as Lot No. 11, Square
7, as shown on the Plat of Edgewater
Beach, situated in Anne Arundel
County, State of Maryland.

**Order Of
Publication**

The object of this proceeding is to
secure the foreclosure of all rights of
redemption in the following property
situate in the First Election District of
Anne Arundel County, Maryland, sold
by the Collector of Taxes for the State
of Maryland and Anne Arundel County
to the County Commissioners of Anne
Arundel County who subsequently con-
veyed said property to the assignors of
the Complainants in these proceedings;
Lot 11, Square 7, as shown on the
Plat of Edgewater Beach, said Plat
being recorded among the Plat
Records of Anne Arundel County in
Plat Book 2, Page 39.

BEING the same property conveyed
by William F. Matteson, Sr. and Sarah
V. Matteson, his wife, to Ewald
Schneider by an unrecorded deed, which
property was sold by the Treasurer for
Anne Arundel County to the County
Commissioners of Anne Arundel County
on October 14, 1935 under Tax Sale
Proceedings No. 2699; said property
subsequently being conveyed by the
County Commissioners of Anne Arundel
County to Erle E. Stacy and wife, by
deed dated October 2, 1947 and recorded
among the Land Records of Anne Arun-
del County in Liber J. H. H. No. 436
Folio 103; which lot was then conveyed
to Gerald M. McClean and wife by deed
dated July 10, 1953 and recorded in
the aforesaid Land Records in Liber
J. H. H. No. 763, Folio 100, and there-
after conveyed to your Complainants
by deed dated September 19, 1953 and
recorded among the aforesaid Land
Records in Liber G. T. C. No. 968,
Folio 47.

LIBER 104 PAGE 451

OFFICE JF

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1957

We hereby certify, that the annexed

Order of Publication
Eq. 12,051 Property

M. Wilmer Smith

was published in

Maryland Gazette & Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 15th

day of April, 1957. The first

insertion being made the 14th day of

March, 1957.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1957 APR 16 PM 3:08

V. Tilghman

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is therefore on this 6th day of March, 1937, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, before the 15th day of April, 1937, warning all persons interested in the said property to be and appear in this Court, in person or by solicitor, by the 15th day of May, 1937, and redeem the property and file his plea, answer or other defense within fifteen days afterward, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-4

M. WILMER SMITH and	:	No. 12,051 Equity
ANNIE SMITH, his wife	:	
Edgewater, Maryland	:	IN THE
vs	:	CIRCUIT COURT
EWALD SCHNEIDER, et al	:	FOR
	:	ANNE ARUNDEL CCUNTY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID CCURT:

The Petition of M. Wilmer Smith and Annie Smith, his wife, by their Attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully states:

1. That the Defendants, Floyd Matteson, infant, and Hortense Matteson, infant, have been served with process in accordance with Rule 105 of the Maryland Rules of Procedure.

2. That Floyd Matteson, infant and Hortense Matteson, infant, have received notice of these proceedings through their next of friend and mother, Ella Ben Matteson, as is evidenced by the certified mail receipts filed in these proceedings.

3. That the day fixed in the Order of Publication for the Defendants to appear and file their plea has passed and your Petitioners believe and therefore allege that the said infant Defendants have no legal representative to appear for them in these proceedings.

WHEREFORE, the Petitioners pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant Defendants, and suggests that Louis Strauss, Esq., who has no interest whatsoever in this case, be appointed Guardian ad litem.

AND, AS IN DUTY BOUND,

Townshend and Kirk

By: 
William E. Kirk

11
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1957 MAY 16 AM 10:46
1957 MAY 16 AM 10:46

no. 12,051 Equity

ORDER

Upon the foregoing Petition, it is ORDERED this 16th day of May, 1957, by the Circuit Court for Anne Arundel County in Equity, that Louis M. Strauss be, and he is hereby, appointed Guardian ad litem for the Defendants, Floyd Matteson and Hortense Matteson, infants, and he is hereby directed to appear and file his answer on behalf of said infants.

Benjamin Nicholson
Judge

12

FILED
1957 MAY 17 AM 11:23

M. WILMER SMITH and
ANNIE SMITH, his wife
Edgewater, Maryland

vs.

EWALD SCHNEIDER, et al

No. 12,051 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

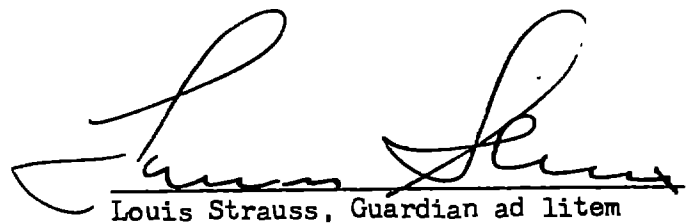
ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Louis Strauss, Guardian ad litem for the infant Defendants in the above cause respectfully represents unto Your Honors:

The Defendants, Floyd Matteson and Hortense Matteson, being infants under 21 years of age, can neither admit nor deny the allegation set forth in said Bill of Complaint, and therefore submit their rights to the protection of this Honorable Court.

As in duty bound,


Louis Strauss, Guardian ad litem

M. WILMER SMITH and
ANNIE SMITH, his wife
Edgewater, Maryland

vs.

EWALD SCHNEIDER, et al

: No. 12,051 Equity
:
: IN THE
: CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 10th day of June, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants.

Benjamin Michaelson
Judge

FILED
1957 JUN 10 PM 3:18
1957 JUN 10 PM 3:18

M. WILMER SMITH and
ANNIE SMITH, his wife
Edgewater, Maryland

vs.

EWALD SCHNEIDER, et al

No. 12,051 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 69 to 121 of Article 81, of the Annotated Code of Maryland (1951 Edition), as amended.

It is, thereupon, this 17th day of July, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

Lot No. 11, Square 7, as shown on the Plat of Edgewater Beach, recorded among the Plat Records of Anne Arundel County both in Plat Book 2, Page 39 and Plat Book 3, Page 46.

and having been sold by the Treasurer of Anne Arundel County on October 14, 1935, for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiff.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiff.

FILED

1957 JUL 12 AM 9:24

4. That the Plaintiff shall pay the costs of this proceeding.

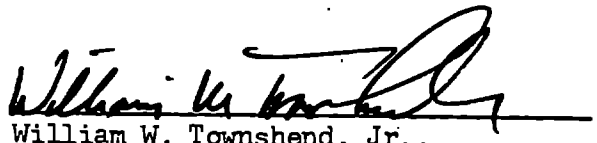
Benjamin Michaelson
Judge

FILED 104 PAGE 457

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF : No. 11,894 Equity
E. NORMAN CHRISTIANSON AND ALICE V. : In the Circuit Court for
CHRISTIANSON, HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original
mortgage herewith.


William W. Townshend, Jr.,
Attorney named in mortgage

FILED

1956 OCT -8 AM 10:37

WILLIAM W. TOWNSHEND, J , ATTORNEY
 Towns-Worth Building
 South Street
 Annapolis, Maryland

No. 11,894 Equity

ATTORNEY'S SALE OF
VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from E. Norman Christianson and Alice V. Christianson, his wife, to Paul Y. Garrett and Pearl E. Garrett, his wife, dated November 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 719, Folio 89, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, NOVEMBER 5, 1956

at 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at an iron pipe set on the north side of the entrance road to Bon Haven, said pipe being located South 72 degrees 45 minutes West, 134.37 feet and South 61 degrees 46 minutes East, 179.18 feet from the southeast corner of the conveyance from Robert L. Sonne and wife to Marcus C. Gibson and wife, by deed dated June 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 474, Folio 163; and running from thence with the east line of a 0.54 acre lot, North 01 degree 31 minutes East, 265.33 feet to a pipe; thence North 81 degrees 17 minutes East, 115 feet to a pipe; thence South 01 degree 49 minutes West, 327.16 feet to a pipe on the north side of said entrance road; thence with the same, South 82 degrees 31 minutes West, 9 feet to a pipe, and North 68 degrees 47 minutes West, 64.38 feet to a pipe, and North 61 degrees 46 minutes West, 46.96 feet to the place of beginning. Containing 0.77 acre of land, more or less.

Being the same property conveyed unto E. Norman Christianson and Alice V. Christianson, his wife, by Paul Y. Garrett and Pearl E. Garrett, his wife, by deed dated November 11, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 719, Folio 83.

The above described property is subject to a first mortgage, the amount of which is to be stated at the time of sale.

Improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
 Towns-Worth Building, South Street
 Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
 October 11, 18, 25
 November 1

SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 11th day of November

in the year nineteen hundred and fifty-two

by and between E. Norman

Christianson and Alice V. Christianson, his wife,

Mortgagors of the District of Columbia

in the State of Maryland, of the first part, and

Paul Y. Garrett and Pearl E. Garrett, his wife, , Mortgagee S, of the second part:

Whereas, the said Mortgagors are indebted to the said Mortgagees in the full and just sum of Four Thousand Five Hundred Dollars (\$4,500.00) as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for said sum payable ten years after date, with interest thereon, at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of Forty Five Dollars (\$45.00) including interest thereon at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed of even date.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said E. Norman Christianson and Alice V. Christianson, his wife,

do grant and convey unto Paul Y. Garrett and Pearl E. Garrett, his wife, their heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Second Election District, the County aforesaid, and described as follows, to wit:—Beginning for the same at an iron pipe set on the North side of the entrance road to Bon Haven, said pipe being located South 72 degrees 45 minutes West, 134.37 feet and South 61 degrees 46 minutes East, 179.18 feet from the southeast corner of the conveyance from Robert L. Sonne and wife to Marcus C. Gibson and wife, by deed dated June 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 474, Folio 163; and running from thence with the east line of a 0.54 acre lot, North 01 degree 31 minutes East, 265.33 feet to a pipe; thence North 81 degrees 17 minutes East, 115 feet to a pipe; thence South 01 degree 49 minutes West, 327.16 feet to a pipe on the north side of said entrance road; thence with the same, South 82 degrees 31 minutes West, 9 feet to a pipe and North 68 degrees 47 minutes West, 64.38 feet to a pipe and North 61 degrees 46 minutes West, 46.96 feet to the place of beginning. Containing 0.77 acre of land, more or less. Being the same property conveyed to the within-named Mortgagors from the within-named Mortgagees by deed of even date herewith and intended to be recorded among the aforesaid Land Records immediately prior hereto.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Paul Y. Garrett and Pearl E. Garrett, his wife, their heirs and assigns, forever.

Provided, that if the said E. Norman Christianson and Alice V. Christianson, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Four Thousand Five Hundred Dollars- - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee S, their personal representatives, or assign, or William W. Townshend, Jr. Suly authorized Attorney or Agent

of the said Mortgagee s their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee s, their personal representatives or assigns, or William W. Townshend, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Four Thousand Five Hundred - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Alice C. Hudak
Alice C. Hudak

E. Norman Christianson [SEAL]
E. Norman Christianson

Alice V. Christianson [SEAL]
Alice V. Christianson

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY

, ss:

I Hereby Certify, that on this 11th day of November in the year one thousand nine hundred and fifty-two before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared E. Norman Christianson and Alice V. Christianson, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared

and made oath in due form

of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.
Witness my hand and Notarial seal,

Alice C. Hudak
Alice C. Hudak, Notary Public

Recorded- 12th November, 1952, at 2:10 P.M.

LIBER 104 PAGE 463
SECOND PURCHASE MONEY
MORTGAGE
FROM

E. NORMAN CHRISTIANSON AND

ALICE V. CHRISTIANSON, HIS WIFE

TO

PAUL Y. GARRETT AND

PEARL E. GARRETT, HIS WIFE

BLOCK NO. _____

Received for Record Nov 12, 1952,
at 2.10 o'clock P. M. Same day recorded
in Liber 844 No. 719 Folio 89 &c.,
Records of A. A. C.

and examined per

_____, Clerk.

Cost of Record, \$ _____

5300 New Hampshire Ave
Apr 104 N. W.

The Daily Record Company, Baltimore, Md.

paid 5.00

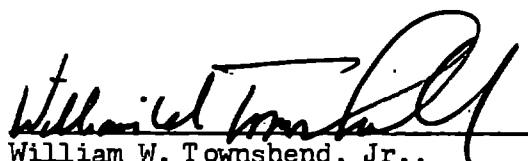
In the Matter of the Mortgaged Real Estate : No. 11.844 Equity
of E. Norman Christianson and Alice V. : In the Circuit Court for
Christianson, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from E. Norman Christianson and
Alice V. Christianson, his wife, to Paul Y. Garrett
and Pearl E. Garrett, his wife, dated November 11,
1952 and recorded among the Land Records of Anne
Arundel County in Liber J.H.H. 719, Folio 89 \$ 4,500.00

Amount paid on account to June 12, 1956 1,002.27
\$ 3,497.73

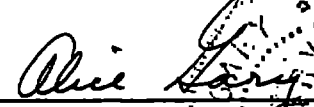
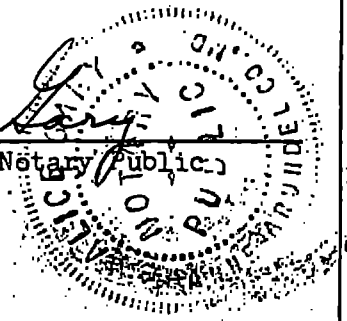
Interest from June 12, to October 31, 1956 \$ 80.94
Interest from October 31 to November 5, 1956 2.90
\$ 83.84 83.84
\$3,581.57


William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of October, 1956, before the
subscriber, a Notary Public of the State of Maryland, in and for the County
aforesaid, personally appeared William W. Townshend, Jr., Attorney named in
Mortgage, and he acknowledged the within Statement of Mortgage Claim to be
true and the facts therein contained correct.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public.


FILED
1956 OCT 29 AM 11:10
FILED
1956 OCT 29 AM 11:10

In the Matter of the : No. 11,894 Equity
Mortgaged Real Estate : IN THE
of E. Norman Christianson and : CIRCUIT COURT
Alice V. Christianson, his wife : FOR
: ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney for Plaintiff named in Mortgage, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

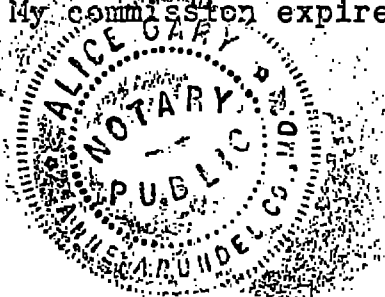
William W. Townshend, Jr.
William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before me this 23rd day of October, 1956.

Alice Gary

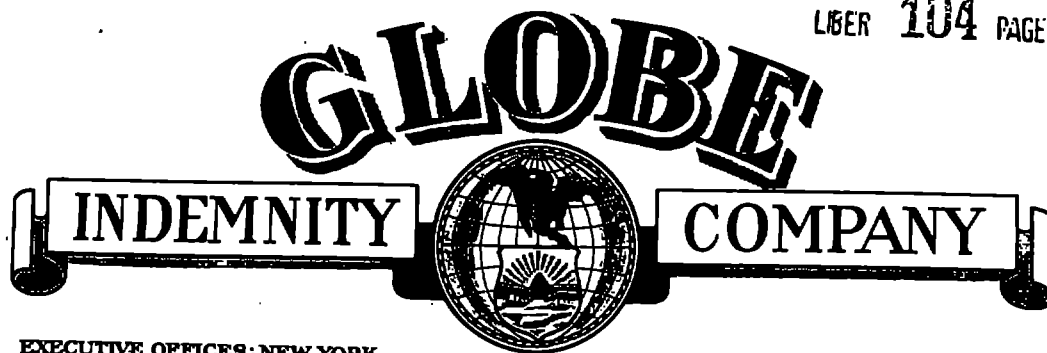
Alice Gary, Notary Public

My commission expires 5/6/57



FILED

1956 OCT 29 AM 11:10
1956 OCT 29 AM 11:10



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 11,894

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars (\$4,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of October, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from E. Norman Christianson & Alice V. Christianson, h/w to Paul Y. Garrett and/ bearing date on or about the 11th day of November, 1952, the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William W. Townshend, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered this 31st day of October, 1956.

In the presence of

Alice Gary
ALICE GARY

Kathleen Meench
Kathleen Meench

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr.,
GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV.
John H. Hopkins, IV, Attorney-in-Fact,
SURETY

FILED

1956 OCT 31 AM 10:26

Bond approved
this 31st day of October,
1956.
George T. Cromwell, Clerk

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building
South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from E. Norman Christianson and Alice V. Christianson, his wife, to Paul Y. Garrett and Pearl E. Garrett, his wife, dated November 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 719, Folio 89, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, NOVEMBER 5th, 1956

AT 11 O'CLOCK A.M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at an iron pipe set on the north side of the entrance road to Bon Haven, said pipe being located South 72 degrees 45 minutes West, 134.37 feet and South 61 degrees 46 minutes East, 179.18 feet from the southeast corner of the conveyance from Robert L. Sonne and wife to Marcus C. Gibson and wife, by deed dated June 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 474, Folio 163; and running from thence with the east line of a 0.54 acre lot, North 01 degree 31 minutes East, 265.23 feet to a pipe; thence North 81 degrees 17 minutes East, 115 feet to a pipe; thence South 01 degree 49 minutes West, 327.16 feet to a pipe on the north side of said entrance road; thence with the same, South 82 degrees 31 minutes West, 9 feet to a pipe, and North 68 degrees 47 minutes West, 64.38 feet to a pipe, and North 61 degrees 46 minutes West, 46.96 feet to the place of beginning. Containing 0.77 acre of land, more, or less.

Being the same property conveyed unto E. Norman Christianson and Alice V. Christianson, his wife, by Paul Y. Garrett and Pearl E. Garrett, his wife, by deed dated November 11, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 719, Folio 83.

The above described property is subject to a first mortgage, the amount of which is to be stated at the time of sale.

Improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

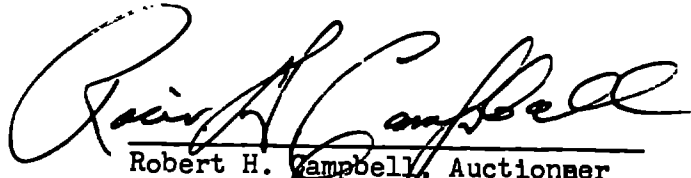
WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

Annapolis, Maryland
November 5, 1956

This is to certify that I have this 5th day of November, 1956, sold the herein described property described as containing 0.77 acre; more or less, Second Election District, Anne Arundel County, unto Paul Y. Garrett and Pearl E. Garrett, his wife,

at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.00)

they being then and there the highest bidders therefor.

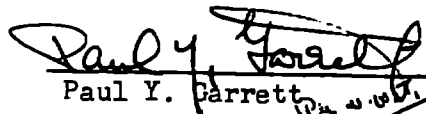

Robert H. Campbell, Auctioneer

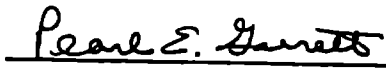
Annapolis, Maryland
November 5, 1956

This is to certify that I (we) have this 5th day of November, 1956, purchased from William W. Townshend, Jr., Attorney, the property described as containing 0.77 acre, more or less, Second Election District of Anne Arundel County, Maryland, at and for the sum of

THREE THOUSAND FIVE HUNDRED DOLLARS - - - - - (\$3,500.00)

and hereby agree to comply with the terms of sale.


Paul Y. Garrett, Purchaser


Pearl E. Garrett, Purchaser

FILED

1956 NOV -8 AM 10:15

In the Matter of the Mortgaged Real Estate : No. 11,894 Equity
of E. Norman Christianson and Alice V. : In the Circuit Court for
Christianson, his wife : Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from E. Norman Christianson and Alice V. Christianson, his wife, dated November 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 719, Folio 89, to Paul Y. Garrett and Pearl E. Garrett, his wife, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, November 5, 1956, at 11 o'clock A.M., and then and there sold the said property unto Paul Y. Garrett and Pearl E. Garrett, his wife, at and for the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00), being at that figure the highest bidders therefor, said property described as follows:

ALL that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe set on the north side of the entrance road to Bon Haven, said pipe being located South 72° 45' West, 134.37 feet and South 61° 46' East, 179.18 ft. from the southeast corner of the conveyance from Robert L. Sonne and wife to Marcus C. Gibson and wife, by deed dated June 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 474, Folio 163; and running from thence with the east line of a 0.54 acre lot, North 01° 31' East, 265.33 ft. to a pipe; thence North 81° 17'

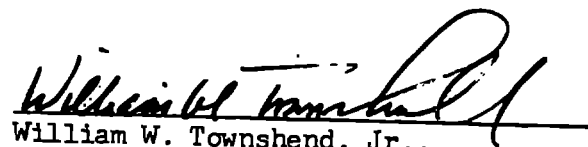
FILED

1956 NOV -8 AM 10:15

East, 115 ft. to a pipe; thence South 01° 49' West, 327.16 ft. to a pipe on the north side of said entrance road; thence with the same, South 82° 31' West, 9 ft. to a pipe, and North 68° 47' West, 64.38 ft. to a pipe, and North 61° 46' West, 46.96 ft. to the place of beginning. Containing 0.77 acre of land, more or less.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the purchasers' agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

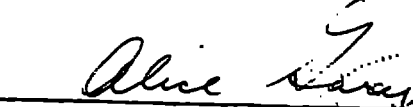
Respectfully submitted,

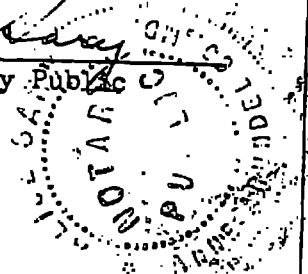

William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of November, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public



ORDER NISI

In the Matter of the Mortgaged Real
Estate of E. Norman Christianson and
Alice V. Christianson, his wife

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,894

Equity

Ordered, this 8th day of November, 1956, That the sale of the
Property in these Proceedings mentioned,
made and reported by William W. Townshend, Jr., Attorney named in Mortgage,
XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th
of December next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 17th
of December next.

was

The report states that the amount of sale \$3,500.00

George T. Cromwell

Clerk.

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real
Estate of E. Norman Christianson and
Alice V. Christianson, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of December, 1956,
that the sale made and reported by the ~~Attorney~~ *Attorney* aforesaid, be and the same ~~is~~ *is* hereby Ratified and Confirmed,
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ *Attorney* allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Nicholson
Judge

FILED

1956 DEC 19 PM 12:48

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
No. 11,894 Equity

In The Matter Of The Mortgaged Real
Estate Of E. NORMAN CHRISTIAN-
SON and ALICE V. CHRISTIANSON,
his wife.

Ordered, this 8th day of November,
1956. That the sale of the property in
these proceedings mentioned, made and
reported by William W. Townshend,
Jr., Attorney named in Mortgage, BE
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 17th day of December
next: Provided a copy of this Order be
inserted in some newspaper published
in Anne Arundel County, once in each
of three successive weeks before the
17th day of December, next.

The report states that the amount of
sale was \$3,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

D-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1956

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 11,894

E. Norman Christianson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 17th

day of December, 1956. The first

insertion being made the 15th day of

FILED November, 1956

1956 DEC 18 PM 1:07

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 8940

By

H. Tilghman

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs
E. Norman Christianson
and
Alice V. Christianson, his wife

**In the
Circuit Court**

For

Anne Arundel County

No. 11,894

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

December 27, 1956.

All of which is respectfully submitted.

Laura K. Fuchsling
Auditor

FILED

1956 DEC 31 PM 12:13

Dr.

In the Matter of the Mortgaged Real Estate of E. Norman
Christianson and Alice V. Christianson, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	135	79	235	79
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	14		
Globe Indemnity Co. - bond premium	16	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Alice Gary - notary fees	1	50	149	25
To Paul Y. Garrett and Pearl E. Garrett, his wife, mortgagees - this balance on account mortgage claim	3,094	58	3,094	58
			3,531	12
Amount of mortgage claim filed	3,581	57		
Cr. Amount allowed above	3,094	58		
Balance subject to decree in personam	486	99		

with

William W. Townshend, Jr., Attorney named in Mortgage ^{Cr.}

1956

Nov.

5

Proceeds of Sale

3,500 00

Interest on deferred payment to
12/18/56

26 25

3,526 25

Refund 1956 State and County taxes
(\$38.97) - adjusted to 11/5/56

4 87

4 87

3,531 12

ORDER NISI

LIBER 104 PAGE 476

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
E. Norman Christianson
and
Alice V. Christianson, his wife

No. 11,894

Equity.

ORDERED, This 31st day of December, 1956, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th
day of February next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
4th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of February, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nicholson
Judge

FILED

1957 FEB -5 PM 3:32

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,804 Equity

In The Matter Of The Mortgaged Real
Estate Of E. NORMAN CHRIS-
TIANSON, and ALICE V. CHRIS-
TIANSON, his wife

Ordered this 31st day of December,
1956, That the Report and Account of
the Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 4th day
of February next; Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 4th day of February
next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
J-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 4, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,894
Auditor account.

E. Norman Christianson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 4th

day of February, 1957. The first

insertion being made the 3rd

January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. 10 1957-7-20-37 AM 9:32

Eugene Schonfield, Assignee

*

Plaintiff

*

vs

Louis Gene Crocetti and

*

Jennie M. Crocetti, his wife

*

Defendants

*

IN THE

CIRCUIT COURT

FOR

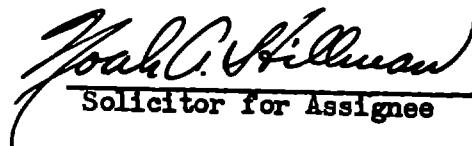
ANNE ARUNDEL COUNTY

No. 12,019 Equity

FORECLOSURE OF MORTGAGE

Mr. Clerk:

Please docket this action to foreclose mortgage and file mortgage dated September 15, 1955 from Louis Gene Crocetti and Jennie M. Crocetti, his wife to William Andrew and Vasilis Andrew, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 971, folio 292; said mortgage being in default by reason of non-payment of interest and having been assigned to Eugene Schonfield for foreclosure.


Solicitor for Assignee

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Colonial
3-3131

FILED

1957 FEB -7 AM 9:49

LIBER 104 PAGE 479

No. 12,019 Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 15th day of September

in the year nineteen hundred and fifty-five by and between

LOUIS GENE CROCETTI and JENNIE M. CROCETTI, his wife,

Mortgagor of the City of Baltimore in the State of Maryland, of the first part, and

WILLIAM ANDREW and VASILIA ANDREW, his wife, Mortgagees, of the second part:

Whereas, the said Mortgagor is indebted to the said Mortgagees in the full and just sum of FORTY FIVE THOUSAND DOLLARS (\$45,000.00), as evidence of which the said Mortgagor has this day passed to the said Mortgagee his promissory note for said sum, payable nine years after date, with interest thereon at the rate of five per centum (5%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagor shall pay the yearly sum of FIVE THOUSAND DOLLARS (\$5,000.00) on the principal of said mortgage debt, and in addition thereto, interest at the rate aforesaid payable quarterly; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagor shall have the right to pay all or any additional part of the principal on any annual installment payment date and interest shall abate on any amounts so paid on the principal.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Louis Gene Crocetti and Jennie M. Crocetti, his wife,

do grant and convey unto the said Mortgagees, their heirs and assigns,

in fee simple, all those tracts lot or parcel of ground situate and lying in the County

Third Election District, Anne Arundel/ aforesaid, and described as follows, to wit:—~~Beginning at~~

BEING AND COMPRISING three parcels of ground as more particularly described by metes and bounds in deed dated September 15, 1955 to Louis Gene Crocetti, by William Andrew and Vasilia Andrew, his wife, said deed intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1957 FEB -7 AM 9:49

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagor, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Forty-five Thousand - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee s, their personal representatives, or assign or Wm. W. Townshend, Jr., ly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, and in any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Wm. W. Townshend, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Forty-five Thousand - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hand and seals of the said Mortgagors:

TEST:

Alice Gary
Alice Gary

Louis Gene Crocetti [SEAL]
Louis Gene Crocetti

Jennie M. Crocetti [SEAL]
Jennie M. Crocetti

_____ [SEAL]

State of Maryland, Anne Arundel County

, ss:

I Hereby Certify, that on this 15th day of September thousand nine hundred and fifty-five of the State of Maryland, in and for the County

in the year one before me, a Notary Public

aforesaid, personally appeared Louis Gene Crocetti and Jennie M. Crocetti, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared William Andrew

and made oath in due form

of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Rec'd for record Oct. 10, 1955, at 1:00 P.M.

Per George T. Cromwell, Clerk

Mailed to W. W. Townshend, Jr.

Alice Gary
Alice Gary

Notary Public

October 28, 1955

For value received, we William Andrew and Vasilia Andrew, his wife, do hereby assign all of our right, title and interest in and to the within mortgage unto Lighthouse Enterprises, Inc.

Witness our hands and seals.

TEST:

Eugene Schonfield
EUGENE SCHONFIELD

William Andrew (Seal)
William Andrew

Vasilia Andrew (Seal)
Vasilia Andrew

For value received, we hereby assign the within mortgage unto Eugene Schonfield, for the purpose of foreclosure.

Witness the signature of William Andrew, President of Lighthouse Enterprises, Incorporated, duly attested, this 6th day of February, 1957.

Witness:

LIGHTHOUSE ENTERPRISES, INC.

Naomi K. Cox
Naomi K. Cox

By *William Andrew*
William Andrew, President

FIRST PURCHASE MONEY

MORTGAGE

FROM

LOUIS GENE CROCETTI AND

JENNIE M. CROCETTI, HIS WIFE

TO

WILLIAM ANDREW AND

VASILIA ANDREW, HIS WIFE

BLOCK NO.

Received for Record 19 Oct. 1957

at 1 o'clock P.M. Same day recorded

in Liber 87C No. 571 Folio 292 &c.

Land Records of A-A Co.

and examined per

GEORGE T. CROMWELL, Clerk.

Cost of Record, \$ 2.75

The Daily Record Co., Baltimore, Md.

REC'D FOR RECORD IN
LAND RECORDS OF
ARDEL COUNTY

1957 FEB -7 AM 9:55

& RECORDED IN LIBER 61C

NO. 971 FOLIO 295

GEO. T. CROMWELL, CLERK

Feb. 1, 1957

*Rec'd in Registry
Dec 7 12, 1919*

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

*William Andrew
and Virginia Andrew,
TO his wife
Lighthouse Enterprises
Inc.*

BLOCK

Received for Record *10 Nov. 1919*
at *1.30* o'clock *1* M. Same day
Recorded in Liber M. L. P. No. *971*
Folio *295* etc. one of the *Land*
A.A.C.
Records of Baltimore City, and examined.

Per

GEORGE T. CROMWELL, *1* Clerk

*Schoufield & Schoufield
1101 Tower Bldg.
Balt. 2, Md.*

10M-10-52

EUGENE SCHONFIELD, Assignee,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
LOUIS GENE CROCETTI and	*	ANNE ARUNDEL COUNTY
JENNIE M. CROCETTI, his wife,	*	
DEFENDANTS	*	NO. 12,019 EQUITY

STATEMENT OF ACCOUNT

Principal amount of mortgage	\$ 45,000.00
Paid on account	<u>2,000.00</u>
Balance	\$ 43,000.00
Interest from September 15, 1956 to February 6, 1957	835.84
Total	<u>\$43,835.84</u>

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 6th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE SCHONFIELD, Assignee, in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claimed under the mortgage filed in said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

FILED

1957 FEB -7 AM 9:49

Naomi L. Co.
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Eugene Schonfield, Baltimore, Maryland,

..... as principal,
and Hartford Accident and Indemnity Company, Hartford, Con/ a corporation of the State of
Connecticut as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of Seventy-Five Thousand and NO/100 - - (\$75,000.00) Dollars,
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this 18th day of March in the year
of our Lord one thousand nine hundred and Fifty-Seven.

WHEREAS, the above bounden Eugene Schonfield
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County
Baltimore City, has been ap-
pointed trustee Assignee to sell Crystal Beach Amusement Park at Crystal Beach, Anne
Arundel County,
mentioned in the proceedings in the case of Eugene Schonfield, Assignee

vs.

Louis Jine Crocetti and Jennie N. Crocetti, his wife
now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene Schonfield
do and shall well and faithfully perform the trust reposed in him by said decree, or that may
be reposed in him by any future decree or order in the premises, then the above obligation to
be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered
in the presence of

Norma D. Johnson
Norma D. Johnson

Eugene Schonfield (SEAL)
Eugene Schonfield (SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

Jessie E. Meyer (SEAL)
Jessie E. Meyer, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY
COMPANY, of Hartford, a corporation of the State of Connecticut,

does hereby constitute and appoint R. W. MULDOON and/or DOUGLAS H. GEER and/or JAMES O.
CLAYTON, JR. / or Baltimore, Maryland,

its attorneys-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-
acter and discription that are or may be required to be filed in the Circuit Court of Baltimore City,
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-
ney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said HARTFORD ACCIDENT AND INDEMNITY COMPANY

duly affixed by its Vice-President and attested by its Assistant Secretary, this 18th
day of March, 1957.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: W.H. Wallace Vice President

W.H. Wallace
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney

March 18, 1957

HARTFORD ACCIDENT AND INDEMNITY COMPANY

FILED

1957 FEB 26 Ray A. Dexter

Assistant Secretary

George T. Cromwell, Clerk
Approved this 26 Feb, 1957.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., March 18, 1957

We hereby certify, that the annexed

Assignee's SaleLouis Gene Crocetti

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 15thday of March, 1957. The firstinsertion being made the 21st day ofFebruary, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 MAR 18

PM 3:22

Harold Tilghman
J 8

NOAH A. HILLMAN, Attorney
Maryland Hotel Building,
Annapolis, Maryland,

Assignee's Sale OF VALUABLE IMPROVED FEE SIMPLE WATERFRONT AMUSEMENT PARK & NITE CLUB PROPERTY

KNOWN AS

"CRYSTAL BEACH"

Situate in the Third Election District,
Anne Arundel County, Maryland.

Under and by virtue of the special power of sale contained in a mortgage from Louis Gene Crocetti and Jennie M. Crocetti, his wife, to William Andrew and Vasilia Andrew, his wife, dated September 15, 1935, and recorded among the Land Records of Anne Arundel County in Liber J. H. E. No. 971, folio 292, etc., and duly assigned for the purpose of foreclosure, default having occurred in said mortgage, I will offer for sale at public auction

**ON THE PREMISES, on
Monday, March 18, 1957
at 11 o'clock A. M.**

the property in said mortgage described, the same being and comprising three contiguous parcels of ground, described in a Deed dated September 15, 1935 from William Andrew and Vasilia Andrew, his wife to Louis Gene Crocetti, and recorded among the Land Records of Anne Arundel County, Md. in Liber J. H. E. No. 971, folio 289, as follows:

BEGINNING for the first at a point said point being the intersection of the South 30 degrees 34 minutes West 100.1 foot line of the South 52 degrees 20 minutes West 774.9 foot line as said lines are shown on a Plat of Block E of Manhattan Beach, dated February 19, 1926 and made by J. Revell Carr, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1-29 running thence North 53 degrees 28 minutes West 175 feet more or less until it intersects the South line of the Community Beach as shown on Plat No. 3 of Manhattan Beach and recorded among the Land Records of Anne Arundel County and thence South 84 degrees 50 minutes West 290.0 feet along the South line of the Community Beach until it intersects the South 30 degrees 34 minutes West 100.1 foot line heretofore mentioned and thence reverting said line binding therein to the place of beginning.

BEGINNING for the second at a pipe set on the North side of Community Road, as laid out 40 feet wide on Plat No. 3 of Manhattan Beach, dated April, 1921, made by J. Spence Howard, Civil Engineer, and recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. 3-8 said place of beginning intended to be at the Southwest corner of Lot No. 37 Block C on said plat running with the division line of the lot hereby intended to be conveyed and lots No. 37, 23, and 22 of Block C on said Plat, North 0 degrees 28 minutes East 243.5 feet more or less thence with the division line

of the lot hereby intended to be conveyed and lots No. 23, 19, 18, 17, 16, 15, 14, and 8 of Block C in said Plat to and across Magothy Road North 3 degrees 35 minutes East 445 feet to the North side of said Magothy Road thence with the division line of the lot hereby intended to be conveyed and lot No. 23 of Block B on said Plat North 14 degrees 11 minutes East 250 feet more or less to the South shore line of the Magothy River thence following said shore line in a Westerly direction 100 feet to the division line of the Community Beach as shown on said Plat thence leaving said shore line and running South 30 degrees 50 minutes West 196.1 feet to a pipe thence South 52 degrees 20 minutes West 237 feet more or less to the South side of said Magothy Road thence running with and binding on said South side of Magothy Road North 88 degrees 28 minutes East 165 feet more or less to the center of Frederick Road as said Frederick Road is also on a Plat of Block E of Manhattan Beach dated February 19, 1926 and made by J. Revell Carr, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1-29 thence running with and binding along the center of said Frederick Road South 20 degrees West 550 feet more or less to the North side of said Community Road thence running with and binding on the North side of said Community Road South 08 degrees 10 minutes East 328 feet more or less to a pipe thence South 89 degrees 52 minutes East 28 feet to the place of beginning.

BEGINNING for the third at a point 40 feet Southeasterly from an iron pipe set on the shore line of the Magothy River said iron pipe being also the Northwesternmost end of the South 53 degrees 20 minutes East 241.4 foot line described in a Deed dated April 9, 1929 from Sigmund R. Kallinaky to Samuel S. Eisenberg and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 44-149 running thence from said point of beginning in a Southerly direction 123.24 feet thence Easterly at right angles to said line 159.28 feet to an iron pipe set on the aforementioned South 53 degrees 20 minutes East 241.4 foot line thence Northwesterly along the said South 53 degrees 20 minutes East 241.4 foot to the place of beginning.

IMPROVEMENTS

Large building containing modern club house, bar, dance floor and seating capacity for approximately 400 persons; dwelling above, hot water oil heat. Two other buildings on premises, containing dance floors, bars and electric refrigerating facilities. Open pavilions with large seating area, all under roof top. Boardwalk and built up pier for boating facilities. Bath houses with many modern improvements. Crystal Beach with its large parking area, nearness to Ritchie Highway and its large waterfront, is one of the most desirable waterfront amusement parks in this area.

TERMS OF SALE: Cash deposit or certified check for \$5,000.00 payable to the Assignee, will be required at time of sale. Balance to be paid, in cash, upon ratification of sale. All adjustments, taxes, etc. to be made as of date of sale. Interest at 8% will be charged on unpaid purchase money from date of sale to date of settlement.

DIRECTIONS — From Baltimore, take Ritchie Highway to Jones Station. Then turn left and follow signs to the Park.

PARTICULARS—For further particulars, communicate with
EUGENE SCHONFELD, Assignee,
Tower Building,
Baltimore, Maryland.
A. J. BILLING & CO.,
Baltimore, Maryland,

Auctioneer.

M-14

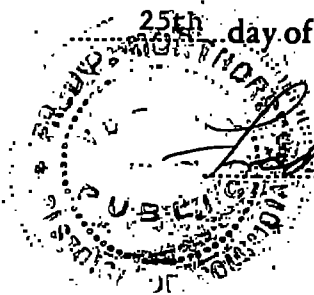
The Washington Post and Times-Herald**District of Columbia, ss.**

Personally appeared before me, a
Notary Public in and for the said District,
..... William F. Reith, well
known to me to be Asst. Comptroller..... of

The Washington Post and Times-Herald,
a daily newspaper printed and published in
the City of Washington, District of Colum-
bia, and made oath in due form of law that
the annexed advertisement was published in
said newspaper at the times mentioned in the
Certificate opposite hereto.

Witness my hand and official seal this

25th day of February, 1957



FILED

1957 MAR 18 PM 3:22

I **Hereby Certify** that the foregoing advertise-
ment was printed and published in

The Washington Post and Times-Herald,
a daily newspaper, upon the following dates at a cost

of Ninety Eight and 00/100 Dollars:

February 24, 1957

William F. Reith

NOAH A. HILLMAN, Attorney
Maryland Hotel Building
Annapolis, Maryland

ASSIGNEE'S SALE

IN FEE SIMPLE

WATERFRONT AMUSEMENT PARK & NITE
CLUB PROPERTY

KNOWN AS

"CRYSTAL BEACH"

Third District, Anne Arundel County, Md.

Under and by virtue of the special power of sale contained in a mortgage from Louis Gene Crocetti and Jennie M. Crocetti, his wife, to William Andrew and Vasilis Andrew, his wife, dated September 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 971, folio 292, etc., and duly assigned for the purpose of foreclosure, default having occurred in said mortgage, I will offer for sale at public auction ON THE PREMISES, on

MONDAY, March 18, 1957, at 11 o'clock A.M.

the property in said mortgage described, the same being and comprising three contiguous parcels of ground, described in a Deed dated September 15, 1955, from William Andrew and Vasilis Andrew, his wife, to Louis Gene Crocetti, and recorded among the Land Records of Anne Arundel County, Md., in Liber J. H. H. No. 971, folio 289. Description may also be seen in Maryland Gazette, published February 21, 1957, at Annapolis, Md.

IMPROVEMENTS

Large building containing modern club house, bar, dance floor and seating capacity for approximately 400 persons; dwelling above, hot water oil heat. Two other buildings on premises, containing dance floors, bars and electric refrigerating facilities. Open pavilions with large seating area, all under roof top. Boardwalk and built up pier for boating facilities. Bath houses with many modern improvements. Crystal Beach with its large parking area, nearness to Ritchie Highway and its large waterfront, is one of the most desirable waterfront amusement parks in this area.

TERMS OF SALE: Cash deposit or certified check for \$5,000.00 payable to the Assignee, will be required at time of sale. Balance to be paid, in cash, upon ratification of sale. All adjustments, taxes, etc., to be made as of date of sale. Interest at 6% will be charged on unpaid purchase money from date of sale to date of settlement.

DIRECTIONS: From Baltimore, take Ritchie Highway to Jones Station. Then turn left and follow signs to the Park.

PARTICULARS—For further particulars, communicate with
A. J. Billig & Co. Eugene Schonfield, Assignee
Baltimore, Md. Tower Building
AUCTIONEER Baltimore, Md.

A. J. BILLIG & CO., Baltimore, Md. - - - - - Auctioneer

NOAH A. HILLMAN, Attorney
Maryland Hotel Building
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE

Waterfront Amusement Park & Nite Club Property Known As "Crystal Beach"

SITUATE IN THE THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the special power of sale contained in a mortgage from Louis Gene Crocetti and Jennie M. Crocetti, his wife, to William Andrew and Vasilia Andrew, his wife, dated September 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 971, folio 292, etc., and duly assigned for the purpose of foreclosure, default having occurred in said mortgage, I will offer for sale at public auction ON THE PREMISES, on

Monday, March 18th, 1957

AT 11 O'CLOCK A.M.

the property in said mortgage described, the same being and comprising three contiguous parcels of ground, described in a Deed dated September 15, 1955 from William Andrew and Vasilia Andrew, his wife to Louis Gene Crocetti, and recorded among the Land Records of Anne Arundel County, Md. in Liber J.H.H. No. 971, folio 289, as follows:

BEGINNING for the first at a point said point being the intersection of the South 30 degrees 34 minutes West 196.1 foot line of the South 52 degrees 29 minutes West 774.9 foot line as said lines are shown on a Plat of Block E of Manhattan Beach, dated February 19, 1926 and made by J. Revell Carr, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1-29 running thence North 53 degrees 26 minutes West 175 feet more or less until it intersects the South line of the Community Beach as shown on Plat No. 3 of Manhattan Beach as recorded among the Land Records of Anne Arundel County and thence South 84 degrees 56 minutes West 296.6 feet along the South line of the Community Beach until it intersects the South 30 degrees 34 minutes West 196.1 foot line hereinbefore mentioned and thence reversing said line binding therein to the place of beginning.

BEGINNING for the second at a pipe set on the North side of Community Road, as laid out 40 feet wide on Plat No. 3 of Manhattan Beach, dated April, 1921, made by J. Spence Howard, Civil Engineer, and recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3-8 said place of beginning intended to be at the Southwest corner of Lot No. 37 Block C on said plat running with the division line of the lot hereby intended to be conveyed and lots Nos. 37, 23, and 22 of Block C on said Plat, North 0 degrees 28 minutes East 243.5 feet more or less thence with the division line of the lot hereby intended to be conveyed and lots Nos. 21, 19, 18, 17, 16, 15, 14, and 8 of Block C in said Plat to and across Magothy Road North 3 degrees 35 minutes East 445 feet to the North side of said Magothy Road thence with the division line of the lot hereby intended to be conveyed and lot No. 25 of Block B on said Plat North 14 degrees 11 minutes East 250 feet more or less to the South shore line of the Magothy River thence following said shore line in a Westerly direction 100 feet to the division line of the Community Beach as shown on said Plat thence leaving said shore line and running South 30 degrees 56 minutes West 196.1 feet to a pipe thence South 52 degrees 29 minutes West 237 feet more or less to the South side of said Magothy thence running with and binding on said South side of Magothy Road North 88 degrees 38 minutes East 165 feet more or less to the center of Frederick Road as said Frederick Road is shown on a Plat of Block E of Manhattan Beach dated February 19, 1926 and made by J. Revell Carr, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1-29 thence running with and binding along the center of said Frederick Road South 20 degrees West 550 feet more or less to the North side of said Community Road thence running with and binding on the North side of said Community Road South 66 degrees 10 minutes East 328 feet more or less to a pipe thence South 89 degrees 52 minutes East 28 feet to the place of beginning.

BEGINNING for the third at a point 40 feet Southeasterly from an iron pipe set on the shore line of the Magothy River said iron pipe being also the Northwesternmost end of the South 53 degrees 26 minutes East 241.4 foot line described in a Deed dated April 9, 1929 from Sigmund R. Kallinsky to Samuel S. Eisenberg and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 44-141 running thence from said point of beginning in a Southerly direction 123.24 feet thence Easterly at right angles to said line 159.28 feet to an iron pipe situate on the aforementioned South 53 degrees 26 minutes East 241.4 foot line thence Northwesterly along the said South 53 degrees 26 minutes East 241.4 foot to the place of beginning.

IMPROVEMENTS

Large building containing modern club house, bar, dance floor and seating capacity for approximately 400 persons; dwelling above, hot water oil heat. Two other buildings on premises, containing dance floors, bars and electric refrigerating facilities. Open pavilions with large seating area, all under roof top. Boardwalk and built up pier for boating facilities. Bath houses with many modern improvements. Crystal Beach with its large parking area, nearness to Ritchie Highway and its large waterfront, is one of the most desirable waterfront amusement parks in this area.

TERMS OF SALE: Cash deposit or certified check for \$5,000.00 payable to the Assignee, will be required at time of sale. Balance to be paid, in cash, upon ratification of sale. All adjustments, taxes, etc. to be made as of date of sale. Interest at 6% will be charged on unpaid purchase money from date of sale to date of settlement

DIRECTIONS—From Baltimore, take Ritchie Highway to Jones Station. Then turn left and follow signs to the Park.

PARTICULARS—For further particulars, communicate with

EUGENE SCHONFIELD, Assignee
Tower Building,
Baltimore, Maryland

FILED

1957 MAR 18 PM 3:22

PURCHASERS AGREEMENT

This is to certify that I (~~We~~) have purchased the property described on the reverse side of this Hand Bill at Public Sale on Monday, March 18, 1957, at and for the price of *forty-seven thousand* Dollars (\$47,000⁰⁰), being then and there the highest bidder; that we have paid to the Assignee the sum of \$ 5,000.00 in accordance with the Terms of Sale and ~~we~~ agree to pay the balance upon ratification of the sale and in accordance with the aforesaid terms of sale.

Witness:

[Signature]

Carmen Catalano (SEAL)
2101 ODELL AVE - BALTIMORE
BROADWAY 6-3079 (SEAL)

AUCTIONEER'S CERTIFICATE

I hereby certify that I sold the property described on the reverse side of this Hand Bill, on March 18, 1957, at Public Sale, unto *Carmen Catalano* he being then and there the highest bidder therefor, at and for the sum of *forty-seven thousand* Dollars (\$47,000⁰⁰).

A. J. BILLIG & COMPANY-Auctioneer

By

[Signature]

March 18/57

*I hereby certify that I have sold to
Carmen Catalano, for 47,000 the above
property. Received Report for 5000*

FILED
1957 MAR 18 PM 3:23

EUGENE SCHONFIELD, ASSIGNEE

Plaintiff

vs

LOUIS GENE CROCETTI and

JENNIE M. CROCETTI, his wife

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,019 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Eugene Schonfield, Assignee for the purpose of foreclosure in the above titled case, respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, which was duly approved, and after having given notice as provided by the terms of the mortgage in this cause and in accordance with law, of the time, place and manner and terms of sale by advertisement in the " Maryland Gazette " , a newspaper published in Anne Arundel County and by posting handbills in a number of places, also advertising the same in " The Washington Post and Times-Herald " , the Baltimore " Sun " and " The Daily Record " he did, pursuant to said notice, attend on the premises, on the 18th day of March, 1957 at 11 o'clock a. m. and then and there proceeded to sell said property.

2. That he sold unto *Carmen Catalano* , at and for the sum of *forty-seven thousand* Dollars (\$47,000⁰⁰) he being then and there the highest bidder therefor, the property in said mortgage described, to wit; the three contiguous parcels of land described in a Deed dated September 15, 1955 from William Andrew and wife to Louis Gene Crocetti and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 971, folio 289, with improvements thereon.

3. The terms of said sale required a deposit for \$ 5,000.00, which was paid. The balance to be paid, in cash, upon ratification of the sale, with interest on unpaid balance from date of sale to date of settlement.

4. And the Assignee files herewith a printed hand bill on the reverse side of which is the Agreement of the Purchaser and Auctioneer's Certificate

FILED
1957 MAR 18 PM 3:23

which he prays may be taken as a part of this Report.

Respectfully submitted,

Eugene Schonfield, Assignee

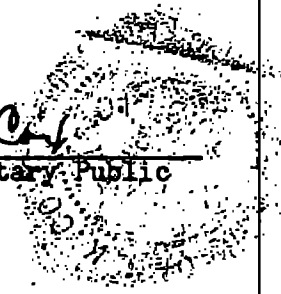
Noah A. Hillman
Solicitor for Assignee

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 18 day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene Schonfield, Assignee, and made oath in due form of law, that the matters and things stated in the foregoing Report of Sale are true to the best of his information and belief; and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

Naomi K. Cook
Notary Public



ORDER NISI

Eugene Schonfield, Assignee

versus

Louis Gene Crocetti and
Jennie M. Crocetti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,019

Equity

Ordered, this 18 day of March, 19 57, That the sale of the
Property in these Proceedings mentioned,
made and reported by Eugene Schonfield, Assignee,
XXXXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22
day of April next: Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 22
day of April next.

The report states that the amount of sale ~~was~~ ^{was} \$47,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 18 Mar, 1957, at 3:23 P. M.

Eugene Schonfield, Assignee

versus

Louis Gene Crocetti and
Jennie M. Crocetti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23 day of April, 1957
that the sale made and reported by the ~~Trustee~~ ^{Eugene} aforesaid, be and the same hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trustee~~ ^{Eugene} be allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1957 APR 23 PM 3:10

Maryland Gazette & ~~Evening Capital~~

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,019 EquityEUGENE SCHONFIELD, Assignee
Vs.LOUIS GENE CROCETTI and JENNIE
M. CROCETTI, his wife.

Ordered, this 18th day of March, 1957,
That the sale of the Property in these
Proceedings mentioned, made and re-
ported by Eugene Schonfield, Assignee,
BE RATIFIED AND CONFIRMED,
unless cause to the contrary thereof be
shown on or before the 22nd day of
April next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 22nd day of April next.

The report states that the amount of
sale was \$47,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-11

Annapolis, Md., April 15, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,019

Louis Gene Crocetti

was published in

Maryland Gazette & ~~Evening Capital~~

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 22ndday of April, 1957. The firstinsertion being made the 21st day ofMarch, 1957.**FILED**

THE CAPITAL-GAZETTE PRESS, INC.

1957 APR 16 AM 11:04

By

H. Tilghman

70. 12280

In the Case of

Eugene Schonfield,

Assignee

VS.

Louis Gene Crocetti

and

Jennie M. Crocetti, his wife

In the
Circuit Court

For

Anne Arundel County

No. 12,019

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 9, 1957

All of which is respectfully submitted.

Laura K. Gickling
Auditor

FILED
1957 MAY 10 AM 10:57

Dr.

Eugene Schonfield, Assignee vs. Louis Gene Crocetti and
Jennie M. Crocetti, his wife

in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	1,224	20	1,324	20
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	81	57		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	20	59		
The Washington Post Co. - advertising sale	98	00		
The Baltimore Sun - advertising sale	223	20		
The Daily Record - advertising sale	49	00		
Hartford Accident & Indemnity Co. - bond premium	300	00		
Clerk of Court - recording assignment	1	00		
A. J. Billig & Co. - auctioneer's fee	1,125	00		
A. T. Nardi, Agent - fire insurance premium from 3/12/57 to 4/23/57	227	70		
One-half Federal documentary stamps	25	85		
One-half State documentary stamps	25	85		
Naomi K. Cox - notary fees	1	00	2,192	76
To Assignee for Taxes, viz:				
1956 State and County taxes	825	74		
1957 State and County taxes - adjusted to 3/18/57	182	00	1,007	74
To Lighthouse Enterprises, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim				
	42,629	30	42,629	30
			47,210	00
Amount of mortgage claim filed	43,835	84		
Interest @ 5% on \$43,000.00 from 2/6/57 to 3/18/57 - 40 days	238	89		
	44,074	73		
Cr. Amount allowed above	42,629	30		
Balance subject to decree in personam	1,445	43		

Eugene Schonfield, Assignee

Cr.

[illegible]

ORDER NISI

LIBER

104 PAGE 500

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Eugene Schonfield,

Assignee

VERSUS

Louis Gene Crocetti

and

Jennie M. Crocetti, his wife

No. 12,019

Equity.

ORDERED, This

10th

day of May

1957, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the

17th

day of June

next; Provided a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of

three

successive weeks before the

17th day of June next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of June, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Estate apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

George T. Connell, Clerk

Matthew S. Evans
Judge

FILED

1957 JUN 18 PM 3:18

1957 MAY 10 AM 10:57
FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,019 Equity
Eugene Schonfield, Assignee
EUGENE SCHONFIELD, Assignee
vs.

LOUIS GENE CROCETTI and JENNIE
M. CROCETTI, his wife

Ordered, this 10th day of May, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 17th
day of June next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel Coun-
ty, once in each of three successive
weeks before the 17th day of June
next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-30

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 16, 1957

We hereby certify, that the annexed

Order Nisi Eq. 12,019
Creditor Account

Louis Gene Crocetti

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 17thday of June, 1957. The firstinsertion being made the 16th day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 11 459 1957

JUN 10 PM 1:47

By

Harold P. Wilgman

LOUISE DAY HARVEY
111A Taplow Road
Baltimore 12, Maryland

NO. 12,137 EQUITY

VS.

IN THE CIRCUIT COURT

JOHN SCOTT HARVEY
211 Oak Lane, N. W.
Glen Burnie, Maryland

FOR

ANNE ARUNDEL COUNTY

::::::

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That by deed dated July 10, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 370, folio 272, John DeGrange and wife, et al., conveyed to the defendant and your oratrix Lot No. 5, Block 5, as shown on Plat No. 1 of Glen Burnie, which plat is now recorded among the Plat Records of Anne Arundel County in Plat Book 6, folio 13, a certified copy of said deed being filed herewith and marked "Plaintiff's Exhibit A." That said lot is improved by a one-story frame bungalow with asbestos shingles, containing a living room, dining room, kitchen, two bedrooms, and bath, with an unfinished attic, having electricity, water, and an oil-fired floor furnace, the improvements being known as 211 Oak Lane, N. W., Glen Burnie, Maryland, which property has a total sales value of approximately \$9,000.00.

SECOND: That the above real estate is subject to a mortgage from the plaintiff and defendant to the Baltimore Federal Savings and Loan Association dated July 10, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 363, folio 182, and subsequently assigned by short assignment on November 1, 1950, to the Savings Bank of Baltimore. That the principal amount of said mortgage was \$5,500.00 on which there is now due and unpaid a balance of approximately \$3,700.00.

THIRD: That your oratrix was granted a divorce a vinculo matrimonii from the defendant, John Scott Harvey, on March 13, 1957, in the proceedings known as No. 5376 Divorces in the Circuit Court for Anne Arundel County, to which reference is hereby made. A certified copy of said decree is not

FILED

1957 APR 26 PM 1:41

-2-

available to your oratrix at this time inasmuch as the defendant has failed to pay the court costs charged to him.

FOURTH: That at the time said decree of divorce was granted, title to said real estate automatically vested in your oratrix and said defendant as tenants in common. That said Louise Day Harvey and John Scott Harvey are both of full legal age.

FIFTH: That ever since their separation, the defendant, John Scott Harvey, has been occupying said property without accounting to your oratrix for its use by the payment of rent; and that your oratrix is, therefore, being deprived of any benefit from or enjoyment of said real estate.

SIXTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your oratrix, by reason thereof, feels that a public sale of the premises should be made and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

A. THAT a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

B. THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.


C. THAT your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said John Scott Harvey, who resides at No. 211 Oak Lane, N. W., Glen Burnie, Maryland, commanding him to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.


Louise Day Harvey, Plaintiff

-3-

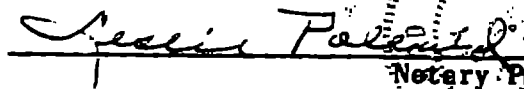

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitor for Plaintiff

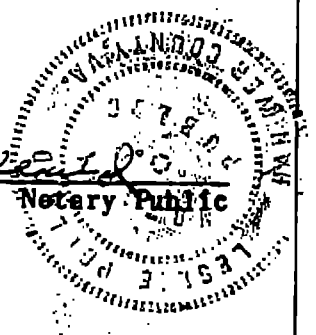
COMMONWEALTH OF VIRGINIA, HANOVER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of April, 1957, before me, the subscriber, a Notary Public of the Commonwealth of Virginia, in and for the county aforesaid, personally appeared LOUISE DAY HARVEY and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal.

My Com. expires 6/1/58


Notary Public



No. 12,137 *Egentry*

INT. REV. STAMP \$7.15 - MD. STATE STAMP \$6.50

THIS DEED, Made this 10th. day of July, in the year one thousand nine hundred and forty- six, by and between JOHN DEGRANGE AND LAURA C. DEGRANGE, his wife, and F. WARD DEGRANGE AND EDITH G. DEGRANGE, his wife, of Anne Arundel County, State of Maryland, and WILLIAM K. FERGUSON AND MARGARET L. FERGUSON, his wife, of Baltimore City, in the State of Maryland, of the first part, and JOHN S. HARVEY and MYRTLE L. HARVEY, his wife, of Anne Arundel County, State aforesaid of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged the said parties of the first part do grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, all that lot of ground, situate lying and being in Anne Arundel County, State aforesaid, and described as follows, that is to say:-

BEGINNING for the same at a point on the Southernmost side of Oak Lane, as laid out sixty feet wide, said point of beginning being situate north sixty-two degrees thirty four minutes east two hundred forty-five feet from the intersection of the southeast side of Oak Lane and the Northernmost side of Second Avenue north, thence running from the said point of beginning and with the southeast side of Oak Lane north sixty-two degrees thirty-four minutes east thirty six and sixty-seven one-hundredths feet to a stone, thence still with the southeast side of Oak Lane and with a line curving to the right whose chord has a bearing of north sixty-eight degrees fourteen minutes east, thirty-four and ninety-one one hundredths feet to an iron pipe set on the division line between lots 5 and 6 thence with the said division line south seven degrees twenty-seven minutes east

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PLAINTIFF'S EXHIBIT A-3 PM 12:01
1957 MAY -3

one hundred fifty-nine and fifty one-hundredths feet to the Northernmost side of a twenty foot alley, thence with the Northernmost side of the said twenty foot alley by a line curving to the left whose chord has a bearing of south sixty-eight degrees twenty-four minutes west sixteen and five-tenths feet to the division line between lots 4 and 5 thence with said division line north twenty-seven degrees twenty-six minutes west one hundred fifty feet to the place of beginning. Being Lot 5 Block 5 as shown on the Plat No. 1 of Glen Burnie as recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod R, Plat 2 and in Plat Book F.S.R. No. 1, folio 55.

BEING a part of the property described in a Deed from the Baltimore Company, to John DeGrange, F. Ward Degrange and William K. Ferguson, dated October 6th, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 317 folio 85.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; unto and to the proper use and benefit of the said parties of the second part as tenants by the entirety, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will

execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST:

ERNEST R. SMOOT

JOHN DEGRANGE (SEAL)

LAURA C. DEGRANGE (SEAL)

F. WARD DEGRANGE (SEAL)

EDITH G. DEGRANGE (SEAL)

JEAN FERGUSON

WILLIAM K. FERGUSON (SEAL)

MARGARET L. FERGUSON (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 10th. day of July in the year one thousand nine hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM K. FERGUSON and MARGUSON L. FERGUSON his wife, the grantor, named in the above Deed, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

JEAN FERGUSON

NOTARY PUBLIC

(NOTARIAL SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HERBY CERTIFY, That on this 10th. day of July, in the year one thousand nine hundred and forty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN DEGRANGE AND LAURA C. DEGRANGE his wife, and F. WARD DEGRANGE AND EDITH G. DEGRANGE, his wife, the Grantors named in the above deed, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

ERNEST R. SMOOT (SEAL)

NOTARY PUBLIC

Recorded 19th. July, 1946, at 2:40 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed
is truly taken and copied from Liber J.H.H. No. 370
folio 272, one of the Land Record Books for Anne
Arundel County.



IN TESTIMONY WHEREOF,
I hereunto set my hand
and affix the Seal of
the Circuit Court for
Anne Arundel County,
this 3rd. day of May,
1957.

George T. Cromwell, Clerk.
George T. Cromwell, Clerk

LOUISE DAY HARVEY

VS.

JOHN SCOTT HARVEY

NO. 12,137 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

: : : : : :

ANSWER TO BILL OF COMPLAINT

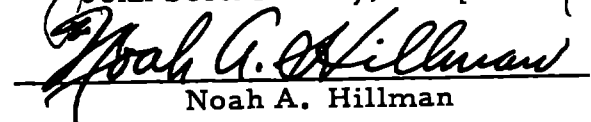
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John Scott Harvey, respondent, to the bill of complaint filed against him in this cause exhibited, respectfully represents unto Your Honors:

That he admits the matters and facts set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND, ETC.


John Scott Harvey, Respondent


Noah A. Hillman
Maryland Inn
Annapolis, Maryland
Colonial 3-3131
Solicitor for Respondent

I hereby certify that on this 22 day of May, 1957,
I mailed a copy of the foregoing answer to Albert J. Goodman, solicitor
for the complainant, 156 South Street, Annapolis, Maryland.


Solicitor for Respondent

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1957 MAY 22 AM 11:17

LOUISE DAY HARVEY : NO. 12, 137 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY
: : : : : :

CONSENT TO PASSAGE OF DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The complainant, Louise Day Harvey, by Albert J. Goodman, her solicitor, and the respondent, John Scott Harvey, by Noah A. Hillman, his solicitor, consent to the passage of a decree for the sale of the real estate mentioned in these proceedings and respectfully represent that the parties hereto constitute all the parties in interest and who are adults, and that a corporate bond of \$9,000.00 to be filed by the trustees appointed by this Honorable Court will be sufficient to cover any and all proceeds and court costs of these proceedings.

AND AS IN DUTY BOUND, ETC.

Louise Day Harvey
Louise Day Harvey, Complainant

Albert J. Goodman
Solicitor for Complainant

John Scott Harvey
John Scott Harvey, Respondent

Noah A. Hillman
Solicitor for Respondent

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1957 MAY 27 AM 9:05

no 12, 137 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

LOUISE DAY HARVEY

Plaintiff and Cross-Defendant.

VS.

NO. 5376 DIVORCES

JOHN SCOTT HARVEY

Defendant and Cross-Plaintiff

::::::

AMENDED DECREE

This case coming on for hearing, and being submitted, testimony was taken in open Court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this twenty-seventh day of March, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the Plaintiff, Louise Day Harvey, be, and she is hereby, divorced a vinculo matrimonii from the Defendant, John Scott Harvey.

(2) That the cross bill of complaint of the said John Scott Harvey be, and the same is hereby, dismissed.

(3) That the custody and guardianship of the infant child of the parties, namely, Anita Louise Harvey, be, and the same is hereby, awarded to the Plaintiff, Louise Day Harvey, with the right to the Defendant, John Scott Harvey, to see said child at reasonable times.

(4) That the said John Scott Harvey pay to the said Louise Day Harvey the sum of thirty-five dollars (\$35.00) per week for the support and maintenance of herself and the said minor child.

(5) That this Court expressly retains jurisdiction over

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1957 MAY 28 AM 9:05

Plaintiff's Exhibit

(2)

said child, and the provisions of the third and fourth paragraphs of this decree are expressly declared to be subject to the further order of this Court in the premises.

(6) That the bedroom suite, dresser, three end tables and anniversary clock described in the proceedings be, and the same are hereby, awarded to the said Louise Day Harvey.

(7) That the said John Scott Harvey pay to the said Louise Day Harvey the sum of \$100.00 as a fee to her counsel in addition to the initial counsel fee of \$50.00, as well as the costs of this case.

151 James Macgill
Judge.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the foregoing is a true copy of decree of Court passed in the above-entitled cause in the Circuit Court for Anne Arundel County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 27th day of May, 1957.

George T. Cromwell
Clerk

LOUISE DAY HARVEY : NO. 12,137 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY

: : : : : :

DECREE

This cause, standing ready for hearing and being submitted by the parties, the proceedings were read and considered by the Court.

It is thereupon this 28th day of May, 1957, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties; that Albert J. Goodman and Noah A. Hillman be, and they are hereby, appointed trustees to make the sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of Nine Thousand Dollars (\$9,000.00) conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from

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1957 MAY 28 PM 3:46

-2-

the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendant, and those claiming by, from and under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such fee and commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin H. H. H. H. H.
Judge

LOUISE DAY HARVEY

VS.

JOHN SCOTT HARVEY

Glens Falls
INSURANCE COMPANY
Glens Falls, N. Y.

TRUSTEES' BOND

NO. 12, 137

EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

Know All Men by These Presents:

THAT WE...Albert J. Goodman and Noah A. Hillman, Trustees,

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand (\$9,000.00) ----- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 28th day of May in the year nineteen hundred and fifty-seven.

WHEREAS, the above bounden Albert J. Goodman and Noah A. Hillman by virtue of a decree of the Honorable the Judge of the Circuit Court dated May 28, 1957, has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of LOUISE DAY HARVEY

VS.

JOHN SCOTT HARVEY

now pending in said Court.

Now the Condition of this Obligation is such, that if the above

bounden Albert J. Goodman and Noah A. Hillman

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in the presence of

Grace R. Hartge
Grace R. Hartge

Mary E. Murphy
Mary E. Murphy

Bond approved this 3rd day
of June 1957

Form 15195

George T. Cromwell, Clerk

Noah A. Hillman (SEAL)
Albert J. Goodman (SEAL)

GLENS FALLS INSURANCE COMPANY

By FILED
1957 JUN -3 PM 12:32

Attorney W. H. King

ALBERT J. GOODMAN, Attorney
156 South Street
Annapolis, Maryland
NOAH A. HILLMAN, Attorney
Maryland Inn
Annapolis, Maryland

**Trustee's Sale
OF VALUABLE,
IMPROVED
REAL ESTATE LOCATED
AT 211 OAK LANE,
N.W. GLEN BURNIE,
FIFTH ELECTION
DISTRICT,
ANNE ARUNDEL CO.,
MARYLAND**

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated May 28, 1957, and passed in a cause in said court pending wherein Louise Day Harvey is plaintiff and John Scott Harvey is defendant and known as No. 12,137 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

**Tuesday, July 2, 1957
At 11 A.M.**

All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and known as Lot No. 5, Block 5, as shown on Plat No. 1 of Glen Burnie, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 6, folio 13, the improvements thereon being designated as 211 Oak Lane, N.W., Glen Burnie.

Being the same property which was conveyed to the said John Scott Harvey and wife by John DeGrange and wife, at al., by deed dated July 10, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 370, folio 272.

This property is improved by a one-story, frame bungalow with asbestos shingles; containing a living room, dining room, kitchen, two bedrooms, and bath, with an unfinished attic; having electricity, water, and an oil-fired floor furnace.

Terms of sale as prescribed by the decree: A deposit of 10% of the purchase price will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 8% from the day of sale to the date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

There is an outstanding mortgage from the said John Scott Harvey and wife to the Baltimore Federal Savings and Loan Association dated July 10, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 363, folio 182, which was about assigned to the Savings Bank of Baltimore on November 1, 1950, and which will be satisfied from the proceeds of sale at settlement.

For further particulars, apply to:

ALBERT J. GOODMAN, Trustee
156 South Street
Annapolis, Maryland
NOAH A. HILLMAN, Trustee
Maryland Inn
Annapolis, Maryland
GEORGE W. SCIBLE, Auctioneer

Jn-27

LIBER 104 PAGE 516
OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1957

We hereby certify, that the annexed

Trustee's Sale

Louise Day Harvey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 2nd

day of July, 1957. The first

insertion being made the 6th day of

June, 1957

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUN 28 PM 3:49

GEORGE W. SCIBLE

Auctioneer

ALBERT J. GOODMAN, Attorney156 South Street
Annapolis, Maryland**NOAH A. HILLMAN, Attorney**Maryland Inn
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE,

Improved Real Estate

LOCATED AT 211 OAK LANE, N. W., GLEN BURNIE
FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated May 28, 1957, and passed in a cause in said court pending wherein Louise Day Harvey is plaintiff and John Scott Harvey is defendant and known as No. 12, 137 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, JULY 2nd, 1957

AT 11 A.M.

All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and known as Lot No. 5, Block 5, as shown on Plat No. 1 of Glen Burnie, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 6, folio 13, the improvements thereon being designated as 211 Oak Lane, N. W., Glen Burnie.

Being the same property which was conveyed to the said John Scott Harvey and wife by John DeGrange and wife, et al., by deed dated July 10, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 370, folio 272.

This property is improved by a one-story, frame bungalow with asbestos shingles; containing a living room, dining room, kitchen, two bedrooms, and bath, with an unfinished attic; having electricity, water, and an oil-fired floor furnace.

Terms of sale as prescribed by the decree: A deposit of 10% of the purchase price will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from the day of sale to the date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

There is an outstanding mortgage from the said John Scott Harvey and wife to the Baltimore Federal Savings and Loan Association dated July 10, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 363, folio 182, which was short assigned to the Savings Bank of Baltimore on November 1, 1950, and which will be satisfied from the proceeds of sale at settlement.

For further particulars, apply to:

ALBERT J. GOODMAN, Trustee156 South Street
Annapolis, Maryland**NOAH A. HILLMAN, Trustee**Maryland Inn
Annapolis, Maryland

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1957 JUL -2 AM 11:50

LOUISE DAY HARVEY : NO. 12,137 EQUITY
 VS. : IN THE CIRCUIT COURT
 : FOR
 JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY
 : : : : : : :

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

This is to certify that I ~~have~~ have purchased at public auction from Albert J. Goodman and Noah A. Hillman, Trustees, the property described in the advertisement attached hereto for the sum of Eight Thousand Five Hundred Fifty and no/100- - - - DOLLARS (\$ 8,550.00): and I ~~do~~ agree to comply with the terms of sale as set forth therein.

As witness my ~~own~~ hand ~~and~~ and seal ~~on~~ this 2nd day of July, 1957.

WITNESS:

Albert J. Goodman as to Grace R. Hartge (SEAL)
 Albert J. Goodman Grace R. Hartge
 _____ as to _____ (SEAL)

This is to certify that I have this day sold at public auction for Albert J. Goodman and Noah A. Hillman, Trustees, the property described in the advertisement attached hereto to Grace R. Hartge _____ at and for the sum of Eight Thousand Five Hundred Fifty and no/100- - DOLLARS (\$ 8,550.00- - - -), s he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 2nd day of July, 1957.

WITNESS:

Albert J. Goodman George W. Scible (SEAL)
 Albert J. Goodman George W. Scible, Auctioneer

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1957 JUL -2 AM 11:50

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LOUISE DAY HARVEY : NO. 12, 137 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY

: : : : : :

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and Noah A. Hillman,
Trustees appointed by a decree of this Honorable Court to make sale of
the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance
of their trust as required by said decree and giving notice of the time,
place, manner and terms of sale by advertisement in the "Maryland
Gazette," a newspaper published in Anne Arundel County, said advertise-
ment being for more than three weeks before the day of sale, pursuant to
said notice, they did attend at the courthouse door in the City of Annapolis,
Maryland, on the 2nd day of July , 1957, at 11 a.m., the time
and place mentioned in said advertisement; and then and there, in the
presence of a number of persons, did proceed to sell at public sale the
property mentioned in these proceedings, to wit:

All that lot of ground situate, lying and being in the Fifth
Election District of Anne Arundel County, Maryland, and known as Lot No.
5, Block 5, as shown on Plat No. 1 of Glen Burnie, which plat is recorded
among the Plat Records of Anne Arundel County in Plat Book 6, folio 13,
the improvements thereon being designated as 211 Oak Lane, N. W.,

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1957 JUL -2 AM 11:50

-2-

Glen Burnie, Maryland.

Being the same property which was conveyed to the said John Scott Harvey and wife by John DeGrange and wife, et al., by deed dated July 10, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 370, folio 272.

Said property being sold to Grace R. Hartge

_____ at and for the sum of Eight Thousand
Five Hundred Fifty (\$8,550.00)----- DOLLARS

(\$ 8,550.00), she being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser , certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.


Albert J. Goodman

Noah A. Hillman
Noah A. Hillman
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 2nd day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and NOAH A. HILLMAN, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LOUISE DAY HARVEY : NO. 12, 137 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY
: : : : : :

PETITION TO SUBSTITUTE PURCHASERS
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Grace R. Hartge and Robert W. Hartge, her husband, respectfully represents unto Your Honors:

FIRST: That on the 2nd day of July, 1957, the said Grace R. Hartge became the purchaser of the real estate mentioned in these proceedings sold at public sale by Albert J. Goodman and Noah A. Hillman, Trustees, in accordance with the authority vested in them by a decree of this Court dated May 28, 1957.

SECOND: That said sale was duly reported to this Court on July 2, 1957, and has not been finally ratified.

THIRD: That your petitioners have assigned all their right, title and interest in said property so purchased by Grace R. Hartge and reported to this Court and in the deposit left in the hands of the trustees, unto Louise Day Harvey and Bessie Frances Smith, as joint tenants, and not as tenants in common.

FOURTH: That they now desire and, therefore, petition this Court that Louise Day Harvey and Bessie Frances Smith, as joint tenants, and not as tenants in common, be substituted as purchasers of the aforesaid property in the place and stead of Grace R. Hartge and that Albert J.

-2-

Goodman and Noah A. Hillman, Trustees, be authorized to execute a deed to the said Louise Day Harvey and Bessie Frances Smith, as joint tenants, and not as tenants in common, as such substituted purchasers.

AND AS IN DUTY BOUND, ETC.

Grace R. Hartge
Grace R. Hartge
Robert W. Hartge
Robert W. Hartge
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GRACE R. HARTGE and ROBERT W. HARTGE, her husband, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Albert J. Goodman
Notary Public

ASSENT OF SUBSTITUTED PURCHASERS

We do hereby assent to the substitution of our names as purchasers of the real estate mentioned in these proceedings, and we hereby agree to comply with the terms of sale.

Louise Day Harvey
Louise Day Harvey
Bessie Frances Smith
Bessie Frances Smith

ASSENT OF TRUSTEES

The undersigned, Albert J. Goodman and Noah A. Hillman, Trustees, hereby consent to the substitution of Louise Day Harvey and Bessie Frances Smith, as joint tenants, and not as tenants in common, as the purchasers of the above-described property.

Albert J. Goodman
Albert J. Goodman
Noah A. Hillman
Noah A. Hillman
Trustees

ORDER OF COURT

Upon the foregoing petition and affidavit and assents of the substituted purchasers and trustees, it is this 9th day of July, 1957, by the Circuit Court for Anne Arundel County in Equity ordered that Louise Day Harvey and Bessie Frances Smith, as joint tenants, and not as tenants in common, be substituted as the purchasers of the property sold to Grace R. Hartge; and the said Albert J. Goodman and Noah A. Hillman, Trustees, are hereby authorized to execute a deed to the said Louise Day Harvey and Bessie Frances Smith, as joint tenants, and not as tenants in common, as such purchasers upon their compliance with the terms of said sale.

Benjamin Michael
Judge

LOUISE DAY HARVEY : IN THE CIRCUIT COURT FOR
VS. : ANNE ARUNDEL COUNTY
JOHN SCOTT HARVEY : No. 12,137 Equity

PETITION TO ALLOW JUDGMENT CLAIM OF ELWOOD S. HARVEY
AND MAXINE HARVEY AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elwood S. Harvey and Maxine Harvey, his wife, by Morris Turk, their Solicitor, respectfully shows:

1. That heretofore in these proceedings, certain real estate was sold by Noah A. Hillman and Albert J. Goodman, Trustees, under partition proceedings.
2. That your Petitioners are a judgment creditor of John Scott Harvey, having obtained said judgment on May 17, 1957 for \$453.00 plus \$4.50 interest dating from May 17, 1957 plus costs \$24.85 costs, plus \$43.50 Attorney's Fee, totaling \$525.85, all of which appears by reference to Law No. 8926 in the Circuit Court for Anne Arundel County, a copy of said docket entries filed herewith as Petitioner's Exhibit No. 1.
3. That said judgment still remains due and payable and it appears that there will be sufficient sum due John Scott Harvey as his distributive share of the proceeds of said sale with which to pay said judgment and costs.

WHEREFORE, Your Petitioners pray this Honorable Court to allow said judgment claim and costs and pass an Order directing and authorizing the Auditor to allow said claim of Elwood S. Harvey and Maxine Harvey in stating the Account herein.
AND, As in duty bound, etc.



Morris Turk
Solicitor for Petitioners
Maryland Inn, Annapolis, Md. Colonial 3-4341

I HEREBY CERTIFY that a copy of the foregoing Petition was personally delivered to Noah A. Hillman, Esq., Maryland Inn, Annapolis, Maryland and to Albert J. Goodman, Esq., 156 South Street, Annapolis, Maryland, Trustees in these proceedings, this 12th day of July, 1957.



Morris Turk
Solicitor for Petitioners

FILED
1957 JUL 12 PM 2:03

In the Circuit Court for Anne Arundel Co.

LAW NO. 8926

Term, 19

ELWOOD S. HARVEY and MAXINE

HARVEY, his wife

Morris Turk, Attorney

VS.

JOHN S. HARVEY

Noah A. Hillman, Attorney

1957 May 20, Nar. Note and Order to enter Judgment by confession filed. Judgment by confession in favor of the Plaintiff for the sum of \$453.00 with interest from the 17th Day May 1957 Costs of suit and Attorney's fee of 43.50. 1957 May 20 Summons issued and 1 copy sent to sheriff to be served. Sheriff's Return: Non Est

6/3/57. 1957 June 20, Summons re-issued and delivered to sheriff to be served. Sheriffs Return: Summoned John S. Harvey 25th day of June 1957 and left with him a copy of summons, C.J.

INDEXED IN JUDGMENT INDEX

Plaintiff's Cost \$17.85 (Not paid)

Defendant's Cost \$5.50 (Not paid)

True Copy:—Test. George T. Cromwell, Clerk.

State of Maryland,

Anne Arundel County, Sct.:

I Hereby Certify, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County.

And I further Certify, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the

seal of the Circuit Court for Anne Arundel County, this 11th

day of July 1957

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County.

FILED

1957 JUL 12 PM 2:03

PETITIONER'S Exhibit No. 1.

LIBER 104 PAGE 526
No. A 42755

RECEIPT FOR RECORDING

per delivered in 10 days. Name Date 1 July, 1957
and address must appear on paper.

COPY Certif. Docketed within
DEED
MORTGAGE
RELEASE OF MORTGAGE
LEASE
MAGISTRATES' JUDGMENT
ASSIGNMENT
AGREEMENT
CHattel MORTGAGE
CHattel MORTGAGE RELEASE
BILL OF SALE
BILL OF SALE RELEASE
CONDITIONAL SALE
CONDITIONAL SALE RELEASE

Received of Morris Tank \$ 1.00
From Elwood S. Harvey D. Harvey
VS
To John S. Harvey
Law No. 8926 JUL 12 1957

GEORGE T. CROMWELL
Clerk of the Circuit Court for Anne Arundel County,
Annapolis, Maryland

Per 6127

ORDER OF COURT

Upon the foregoing Petition, it is this 15th day of July, 1957,
by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the
judgment claim of Elwood S. Harvey and Maxine Harvey, his wife, in the amount
of \$453.00, plus \$43.50 Attorney's Fee, plus \$4.50 interest and \$24.85 Costs,
totaling \$525.85, be and it is hereby allowed, and it is hereby further ORDERED
that the Auditor of the Court be, and she is hereby, directed, in stating the
account in this cause, to allow said claim as against John Scott Harvey
according to its legal priority subject to the usual exceptions.

Benjamin Michaelson
Judge

FILED
1957 JUL 15 PM 3:28

LOUISE DAY HARVEY : NO. 12, 137 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY

: : : : :

CONSENT TO IMMEDIATE RATIFICATION
OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, being all the parties in interest, including the purchaser, and all being sui juris, do hereby consent to the immediate ratification of the sale of the fee simple property known as No. 211 Oak Lane, N. W., Glen Burnie, Maryland, reported by Albert J. Goodman and Noah A. Hillman, Trustees, on July 2, 1957.

Louise Day Harvey
Louise Day Harvey, Plaintiff

Albert J. Goodman
Albert J. Goodman, Trustee, and
Attorney for plaintiff

John Scott Harvey
John Scott Harvey, Defendant

Noah A. Hillman
Noah A. Hillman, Trustee, and
Attorney for defendant

Robert W. Hartge
Robert W. Hartge

Grace R. Hartge
Grace R. Hartge, Purchaser

Louise Day Harvey
Louise Day Harvey

Bessie Frances Smith
Bessie Frances Smith
Substituted Purchasers

LOUISE DAY HARVEY

versus

JOHN SCOTT HARVEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,137

Equity

Ordered, this _____ day of July, 19 57, That the sale of the property in these proceedings mentioned made and reported by Albert J. Goodman and Noah A. Hillman Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the August day of _____ next.

was

The report states that the amount of sale ~~xxx~~ \$ 8,550.00

FILED
1957

Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

LOUISE DAY HARVEY

versus

JOHN SCOTT HARVEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT. This 18th day of July, 1957, on ~~consent of all parties in interest to the immediate ratification of the sale~~ the sale made and reported by the Trustees aforesaid, be, and the same ~~as~~ hereby Ratified and Confirmed, ~~and the property duly sold, open shown, although due notice appears to have been given as required by the Order~~ and the Trustee allowed the usual commissions and such proper expenses as the shall pro-
vide in which is the Auditor.

FILED

1957 JUL 18 PM 3:35

Bernard Michaelson
Judge

In the Case of

Louise Day Harvey

VS.

John Scott Harvey

In the

Circuit Court

For

Anne Arundel County

No. 12,137

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them she has stated the within account.

July 26, 1957

All of which is respectfully submitted.

Charles W. Seikling
Auditor.

FILED

1957 JUL 26 AM 11:47

Dr.

Louise Day Harvey vs. John Scott Harvey

in ac.

To Trustees for Commissions, viz:	287	15	287	15
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	62	25		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	27	00	110	70
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	25		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	55		
Glens Falls Insurance Co. - bond premium	36	00		
George W. Scible - auctioneer's fee	35	00		
Glens Falls Insurance Co. - fire and extended coverage insurance from 5/28/57 to 7/2/57	10	00		
Clerk of Court - certified copies deed and decree	4	25		
Albert J. Goodman - fee for legal services rendered (Order 7/22/57)	150	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Dorothy R. Skipper - notary fee	1	00	306	95
To Trustees for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-metered water to 7/1/56	4	50	4	50
To Trustees for Liens, viz:				
Baltimore Federal Savings and Loan Ass'n - in full for balance due on mortgage	3,736	06		
Clerk of Court - recording release	1	00	3,737	06
BALANCE FOR DISTRIBUTION				
			4,178	69
Distributed as follows:				
To Louise Day Harvey - one-half	2,089	35		
To John Scott Harvey - one-half	2,089	34		
LESS: Judgment claim of				
Elwood S. Harvey and				
Maxine Harvey, viz:				
Debt	453	00		
Interest to 7/12/57	4	50		
Court costs	23	30		
Atty's fee	43	50		
Certified copy	1	00	525	30
To Elwood S. Harvey and Maxine Harvey - in full for judgment claim, as above	525	30	4,178	69
			8,625	05

Albert J. Goodman and Noah A. Millman, Trustees

Cr.

[illegible]

ORDER NISI

LIBER 104 PAGE 532

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Louise Day Harvey

VERSUS

John Scott Harvey

No. 12,137

Equity.

ORDERED, This day of July 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the
day of August next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
..... day of August next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of July, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Richardson
Judge

FILED

1957 JUL 30 PM 3:45

DEC 13 1956

LOUISE DAY HARVEY : NO. 12,137 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
JOHN SCOTT HARVEY : ANNE ARUNDEL COUNTY

.....

CONSENT TO IMMEDIATE RATIFICATION
OF AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, being all the parties in interest,
and all being sui juris, do hereby consent to the immediate
ratification of the auditor's account filed herein.

Louise Day Harvey
Louise Day Harvey, Plaintiff

Albert J. Goodman
Albert J. Goodman, Trustee, and
Attorney for plaintiff

John Scott Harvey
John Scott Harvey, Defendant

Noah A. Hillman
Noah A. Hillman, Trustee, and
Attorney for defendant

FILED
1957 JUL 30 AM 10:44

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife
73 Bay Drive,
Bay Ridge,
Annapolis, Maryland.

Complainants

vs.

BERTIE G. WEST
1132 North Taylor Street,
Ballston, Virginia,
and all persons having or
claiming to have an interest
in the property known as Lot
2, Block 8, of Bay Ridge,
Annapolis, Maryland.

EMILY C. JOHNSON also known as
EMILY C. JAMISON
1306 Kenyon St. N. W.,
Washington, D. C.
and all persons having or
claiming to have an interest
in the property known as Lot
11, Block 8, Bay Ridge,
Annapolis, Maryland.

MARY E. BIRCH and
CAROLINE McCONAKAY MAIN
1841 Columbia Road,
Washington, D. C.,
and all persons having or
claiming to have an interest
in the property known as Lot
12, Section 8, Bay Ridge,
Annapolis, Maryland.

D. D. LAMOND
Takoma Park, Maryland,
and all persons having or claim-
ing to have an interest in
the property known as
Lot 13, Section 8, Bay Ridge,
Annapolis, Maryland.

WILLIAM ANDREW HANCOCK
86 First Street,
Eastport,
Annapolis, Maryland,
and all persons having or
claiming to have an interest
in the property known as
Lot 20, Section 8, Bay Ridge,
Annapolis, Maryland.

Respondents

.. .. .

BILL OF COMPLAINT TO
FORECLOSE EQUITY AND
RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

RALPH E. CAMPBELL and HELEN E. CAMPBELL, his wife, the
Complainants in the above styled matter, **FILED** through their

1956 SEP -4 PM 3:08

Solicitor, Henry J. Tarantino, respectfully represents unto your Honor:-

1. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, discloses that the Respondents were the owners of the properties at the time they were sold at Tax Sale to the County Commissioners of Anne Arundel County by the County Treasurer.

2. That the County Treasurer and the County Commissioners of Anne Arundel County have conveyed said properties to the Complainants by deed dated August 20, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 379, folio 145. The original deed is filed herewith and marked "Complainants' Exhibit No. 1" and prayed to be taken a part hereof.

3. That on July 18, 1956, the Certificates of Tax Sales attached hereto, marked "Complainants' Exhibit No. 2" and prayed to be taken as a part hereof, were issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County.

4. That the properties mentioned in said Certificates of Tax Sales are described as follows:

- (a) Certificate of Tax Sale No. 2974- Lot 20, Section 8, situate at Bay Ridge and assessed to William Andrew Hancock. The amount due on day of sale was \$31.62
- (b) Certificate of Tax Sale No. 2975- Lot 13, Section 8, situate at Bay Ridge and assessed to D. D. Lamond. The amount due on day of sale was \$28.16.
- (c) Certificate of Tax Sale No. 2976- Lot 12, Section 8, situate at Bay Ridge and assessed to Mary E. Birch and Caroline McConakay Main. The amount due on day of sale was \$28.89
- (d) Certificate of Tax Sale No. 2977 - Lot 11, Block 8, situate at Bay Ridge and assessed to Emily C. Johnson, also known as Emily C. Jamison. The amount due on the day of sale was \$33.40
- (e) Certificate of Tax Sale No. 2978 - Lot 2, Block 8, situate at Bay Ridge and assessed to Bertie G. West. The amount due on the day of sale was \$28.56

5. That the above mentioned properties have not been redeemed by any party in interest, although more than one year from the date of sales have expired.

6. To redeem this property, it is necessary for the Respondent to pay the sums as set out after the description of said property, together with interest, taxes and penalties accruing subsequent to the day of sale as provided by Section 108 and 109 of Article 81 of the Code of Maryland (1951 Edition)

7. That said Certificates of Tax Sales were assigned by said County Commissioners of Anne Arundel County to the Complainants, as will more fully appear on said Certificates.

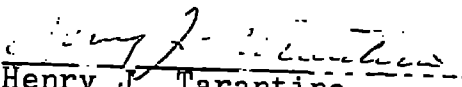
TO THE END, THEREFORE:

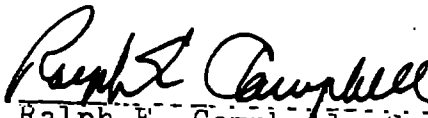
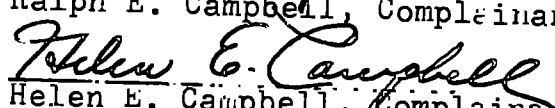
(1) That process issue and be directed to the Respondents named in said Bill of Complaint.

(2) That an Order of Publication issue directed to all parties in interest in the property.

(3) That a final Decree by this Honorable Court be passed foreclosing all rights of redemption of the Respondents and to the property described herein.

AND AS IN DUTY BOUND;


Henry J. Tarantino
Solicitor for Complainants
160 South Street,
Annapolis, Maryland.

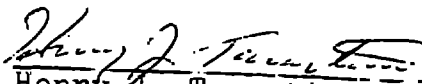

Ralph E. Campbell, Complainant

Helen E. Campbell, Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 16 day of August, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph E. Campbell and Helen E. Campbell, his wife, the above named Complainants, and each made oath in due form of law that the matters, facts and information, set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND


Henry J. Tarantino
Notary Public

RALPH E. CAMPBELL and
HELEN C. CAMPBELL, his wife
73 Bay Drive,
Bay Ridge,
Annapolis, Maryland.

Complainants

vs.

BERTIE G. WEST
1132 North Taylor Street,
Ballston, Virginia,
and all persons having or
claiming to have an interest
in the property known as Lot
2, Block 8, of Bay Ridge,
Annapolis, Maryland.

EMILY C. JOHNSON also known as
EMILY C. JAMISON
1306 Kenyon St. N.W.,
Washington, D. C.
and all persons having or
claiming to have an interest
in the property known as Lot
11, Block 8, Bay Ridge,
Annapolis, Maryland.

MARY E. BIRCH and
CAROLINE McCONAKAY MAIN
1841 Columbia Road,
Washington, D. C.
and all persons having or
claiming to have an interest
in the property known as Lot
12, Section 8, Bay Ridge,
Annapolis, Maryland.

D. D. LAMOND
Takoma Park, Maryland,
and all persons having or claim-
ing to have an interest in
the property known as
Lot 13, Section 8, Bay Ridge
Annapolis, Maryland.

WILLIAM ANDREW HANCOCK
86 First Street,
Eastport,
Annapolis, Maryland,
and all persons having or
claiming to have an interest
in the property known as
Lot 20, Section 8, Bay Ridge
Annapolis, Maryland.

Respondents

.. .. .

ORDER OF PUBLICATION

The object of this proceeding is to secure the fore-
closure of all rights of redemption in the following properties

FILED

1956 SEP -4 PM 3:08

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,861 EQUITY

known as Lot Nos. 2, 11, 12, 13 and 20, Section or Block 8, Bay Ridge, Second Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners for Anne Arundel County having conveyed said properties to the Complainants in this proceeding.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 4th day of *September*, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 7th day of *November*, 1956, and redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants, Ralph E. Campbell and Helen E. Campbell, his wife, a title, free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk
of the Circuit Court for
Anne Arundel County.

N^o 2974 CERTIFICATE OF TAX SALE

I, Joseph H. Gussman, Jr. ^{Successor to James A. Walton} Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to a a Co. Comm. at public auction for the sum of 31 Dollars and 62

Cents, of which _____ Dollars has been paid as a deposit on the property in Second District described as Lot 20 Section 8 situated at Bay Ridge

and assessed to William Andrew Hancock

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1941, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of July 19 56

Joseph H. Gussman, Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18 day of July, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gussman, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Walter A. Hancock, Jr.
Notary Public.

My Commission Expires May 6 1957



ASSIGNMENT

The County Commissioners for Anne Arundel County do hereby assign the within Certificate of Tax Sale to Ralph E. Campbell and Helen E. Campbell, his wife.

IN WITNESS WHEREOF, the County Commissioners for Anne Arundel County has caused these presents to be executed in its name, and by its President, Ralph L. Lowman, and its corporate seal duly attested by its clerk, hereunto affixed, on this 7th day of August, 1956.

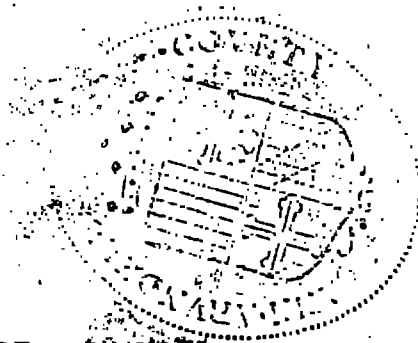
ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky,
Clerk.

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

By: *Ralph L. Lowman*
Ralph L. Lowman,
President.

8/2/56 Approved as to form:
Merrill J. Anderson, Journal



LIBER 104 PAGE 541
 Nº 2976

CERTIFICATE OF TAX SALE

I, Joseph H. Buscom ^{Successor to Joseph H. Pepper} Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to AACs Comm at public auction for the sum of 28 Dollars and 89

Cents, of which _____ Dollars has been paid as a deposit on the property in 2 District described as Lot 12 Section 8 situated at Bay Ridge

and assessed to Mary C. Birch et al

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of July 19 56

Joseph H. Buscom
 Collector.

State of Maryland, Anne Arundel County, Sect:

I hereby certify, that on this 18 day of October, July 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Buscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
 Notary Public.

My Commission Expires May 6, 1957



ASSIGNMENT

The County Commissioners for Anne Arundel County do hereby assign the within Certificate of Tax Sale to Ralph E. Campbell and Helen E. Campbell, his wife.

IN WITNESS WHEREOF, the County Commissioners for Anne Arundel County has caused these presents to be executed in its name, and by its President, Ralph L. Lowman, and its corporate seal duly attested by its Clerk, hereunto affixed, this 7th day of August, 1956.

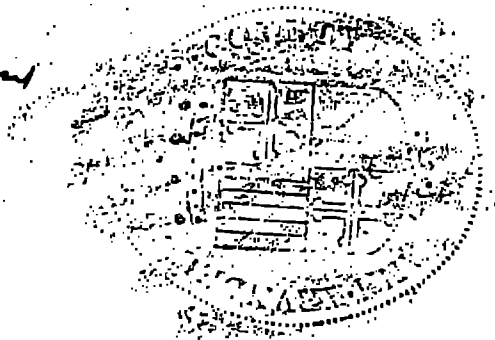
ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky,
Clerk

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

By *Ralph L. Lowman*
Ralph L. Lowman,
President

*12/56
Amended as to form
Maurice H. Anderson, Clerk*



N^o 2977 CERTIFICATE OF TAX SALE

I, Joseph H. Griscam Jr. Successor to James A. Walton
 Collector of Taxes for the State of Maryland and the
 County of Anne Arundel, hereby certify that on October 13 1943, I sold to A A
Co Comm at public auction for the sum of 33 Dollars and 40

Cents, of which _____ Dollars has been paid as a deposit on the property
 in Second District described as Lot 11 Bk 8
Bay Bridge

and assessed to Emily C Johnson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14 1943, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of July 19 56

Joseph H. Griscam Jr.
 Collector.

State of Maryland, Anne Arundel County, Sct: July

I hereby certify, that on this 18 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscam Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
 Notary Public

My Commission Expires May 6, 1957



ASSIGNMENT

The County Commissioners for Anne Arundel County do hereby assign the within Certificate of Tax Sale to Ralph E. Campbell and Helen E. Campbell, his wife.

IN WITNESS WHEREOF, the County Commissioners for Anne Arundel County has caused these presents to be executed in its name, and by its President, Ralph L. Lowman, and its corporate seal duly attested by its clerk, hereunto affixed on this 6th day of August 1956.

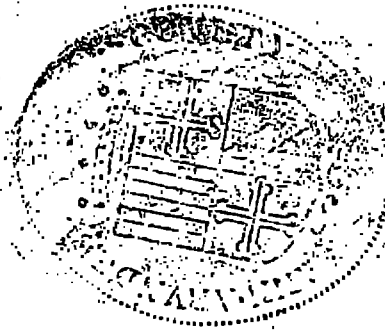
ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky,
Clerk

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

By *Ralph L. Lowman*
Ralph L. Lowman,
President

Approved 8/2/56
as to form
J. M. [unclear]
[unclear]



Nº 2975 CERTIFICATE OF TAX SALE

Successor to John M. Green
 I, Joseph H. Briscoe Jr., Collector of Taxes for the State of Maryland and the
 County of Anne Arundel, hereby certify that on October 9, 1939, I sold to A A Co
Comm. at public auction for the sum of 28 Dollars and 16
 Cents, of which _____ Dollars has been paid as a deposit on the property
 in Second Dist described as Lot 13 Section 8
situated at Bay Ridge

and assessed to D. D. Lamond

The property described herein is subject to redemption. Upon redemption, the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10, 1940, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of July 19 56

Joseph H. Briscoe Jr.
 Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18 day of October, July 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Briscoe Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stirling
 Notary Public.

My Commission Expires May 6, 1957



ASSIGNMENT

The County Commissioners for Anne Arundel County do hereby assign the within Certificate of Tax Sale to Ralph E. Campbell and Helen E. Campbell, his wife.

IN WITNESS WHEREOF, the County Commissioners for Anne Arundel County has caused these presents to be executed in its name and by its President, Ralph L. Lowman, and its corporate seal duly attested by its Clerk, hereunto affixed, on this 7th day of August, 1956

ATTEST:

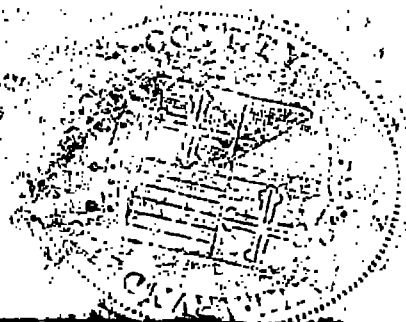
COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

By *Ralph L. Lowman*
Ralph L. Lowman, President

8/2/56

*Approved and attested
Mayor Andrew Jones*



Nº 2978 CERTIFICATE OF TAX SALE

I, Joseph H. Griscorn Sr. Successor to Joseph H. Pepper
Collector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A A Co.
Comm at public auction for the sum of 28 Dollars and 56

Cents, of which _____ Dollars has been paid as a deposit on the property
in Second District described as Lot 2 Block 8
situated at Bay Bridge

and assessed to Bertie G. West

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1938, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of July 19 56

Joseph H. Griscorn Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 18 day of October, July 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscorn Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stirling
Notary Public.

My Commission Expires May 6, 1957



ASSIGNMENT

The County Commissioners for Anne Arundel County do hereby assign the within Certificate of Tax Sale to Ralph E. Campbell and Helen E. Campbell, his wife.

IN WITNESS WHEREOF, the County Commissioners for Anne Arundel County has caused these presents to be executed in its name and by its President, Ralph L. Lowman, and its corporate seal duly attested by its Clerk, hereunto affixed, on this 7th day of August, 1956.

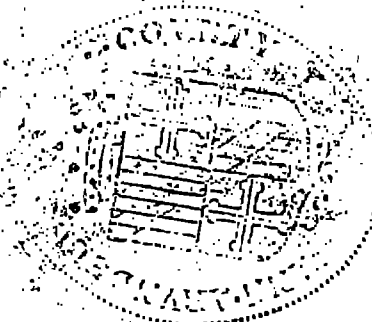
ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

By *Ralph L. Lowman*
Ralph L. Lowman,
President

*8/4/56 Approved as to form:
Maurice L. Anderson, Council*





THIS DEED, made this 20 day of August, 1946, by and between Thomas W. Davis, County Treasurer of Anne Arundel County, Maryland, and successor at law to John M. Green, late County Treasurer, and James A. Walton, late County Treasurer, and Joseph H. Pepper, late County Treasurer of Anne Arundel County, and the County Commissioners for Anne Arundel County, a body corporate, parties of the first part, and Ralph E. Campbell and Helen E. Campbell, his wife, parties of the second part.

WHEREAS, default having been made in the payment of state, county and school taxes due and owing on the properties hereinafter mentioned, for the years mentioned in Tax Sales Nos. 3549, 4319, 4822, 5172, and 5935, and assessed to the following: Bertie G. West, Emily C. Jamison, Mary E. Birch, D. D. Lamond, and W. A. Hancock;

AND WHEREAS, the said James A. Walton, late County Treasurer and Collector of State, County, and School taxes, and John M. Green, late County Treasurer and Collector of State, County and School taxes, and Joseph H. Pepper, late County Treasurer and Collector of State, County and School taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof imposed upon them, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter mentioned and described property to enforce the payment of taxes so in default;

AND WHEREAS, on October 11, 1937, Joseph H. Pepper, late collector of state, county and school taxes, sold Lot No. 2 of Block 8 of Bay Ridge, assessed to Bertie G. West, to the County Commissioners of Anne Arundel County; and the said Joseph H. Pepper, late collector of state, county and school taxes, sold Lot No. 12 of Block 8, Bay Ridge on October 10, 1938, assessed to Mary E. Birch, to the County Commissioners of Anne Arundel County; and the said James A. Walton, late collector of state, county and school taxes, sold Lot No. 11, Block 8 of Bay Ridge, assessed to Emily C. Jamison, on October 13, 1942, to the County Commissioners of Anne Arundel County; and on October 9, 1939, John M. Green, late collector of state, county and school taxes, sold Lot No. 13, Sec-

"
COMPLAINANTS EXHIBIT No 1"

tion 8, Bay Ridge, assessed to D. D. Lamond, to the County Commissioners for Anne Arundel County; and on October 14, 1940, James A. Walton, late collector of state, county and school taxes, sold Lot No. 20, Section 8, Bay Ridge, assessed to W. A. Hancock, to the County Commissioners for Anne Arundel County;

AND WHEREAS, the said sales were duly reported to the Circuit Court for Anne Arundel County, and the proceedings having been found regular and the provisions of the law complied with and Order Nisi were duly passed therein; and

AND WHEREAS, the said James A. Walton and John M. Green, and Joseph H. Pepper, were duly succeeded by Thomas W. Davis, according to law as County Treasurer, and is authorized to execute this deed;

AND WHEREAS, the County Commissioners have not received a deed for the property, hereby intended to be conveyed, and join herein to convey all the right, title and interest herein;

AND WHEREAS, after publication of said Orders Nisi, as required by law, the said sales were finally ratified and confirmed by said Court;

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of One Hundred and Ninety Dollars (\$190.00), the said Thomas W. Davis, County Treasurer and successor to James A. Walton, John M. Green, and Joseph H. Pepper, late County Treasurers, and the County Commissioners for Anne Arundel County, a body corporate, do hereby grant and convey unto the said Ralph E. Campbell and Helen E. Campbell, his wife, their heirs and assigns, as tenants by the entireties, in fee simple, the following properties:

ALL those five lots of ground in the Second Election District of Anne Arundel County, at and near Bay Ridge, and more particularly described follows:

BEING Lot No. 2, Block 8, Bay Ridge, which was acquired by the said Bertie G. West from the Bay Ridge Realty Corporation, a body corporate, by deed dated September 10, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 230.

BEING Lot No. 12, Block 8, Bay Ridge, which was acquired by the said Mary E. Birch from the Bay Ridge Realty Corporation, a body corporate, by deed

dated September 7, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 23, folio 200.

BEING Lot No. 11, Block 8, Bay Ridge, which was acquired by the said Emily C. Jamison from the Bay Ridge Realty Corporation, a body corporate, by deed dated August 15, 1929, and recorded among the Land Records for Anne Arundel County in Liber F.S.R. No. 59, folio 399.

BEING Lot No. 13, Section 8, Bay Ridge, which was acquired by the said D. D. Lamond from John R. Sasscer, unmarried, by deed dated May 15, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 166, Folio 13.

AND BEING Lot No. 20, Section 8, Bay Ridge, which was acquired by the said W. A. Hancock from C. Albert Hodges, late County Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, a body corporate, by deed dated March 29, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 179, folio 37.

TOGETHER with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the said Ralph E. Campbell and Helen E. Campbell, his wife, their heirs and assigns, as tenants by the entireties, in fee simple.

WITNESS the hands and seals of the said Grantors.

Witnessed by:

WM H RILEY
WM H RILEY
WM H RILEY
WM H RILEY

R. Harry Arnold
R. HARRY ARNOLD


THOS. W. DAVIS (SEAL)
COUNTY TREASURER OF ANNE ARUNDEL COUNTY
THOS. W. DAVIS
Joseph H. Pepper (SEAL)
Joseph H. Pepper,
Late County Treasurer of Anne Arundel County
COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY
by John J. LeMay (SEAL)
President
JOHN J. LEYAY



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20 day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas W. Davis, Successor to James H. Walton, John M. Green and Joseph H. Pepper, late county treasurers of Anne Arundel County, and made oath in due form of law that the foregoing deed is his act.

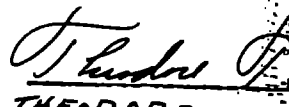
WITNESS my hand and Notarial Seal.


THEODORE T. PANTALEO Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20 day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph H. Pepper, late County Treasurer of Anne Arundel County, and made oath in due form of law that the foregoing deed is his act.

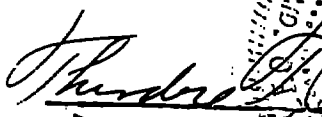
WITNESS my hand and Notarial Seal.


THEODORE T. PANTALEO Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19 day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the Board of County Commissioners for Anne Arundel County, and made oath in due form of law that the foregoing deed is its corporate act.

WITNESS my hand and Notarial Seal.


THEODORE T. PANTALEO Notary Public

All taxes paid to Inlet Purchase Price
DEED in

TAXES PAID

TO DEC. 31, 1946
THOMAS W. DAVIS

From

Thos. W. Davis, et al

To

Ralph E. Campbell and Helen
E. Campbell, his wife

Lots Nos. 2, 11, 12, 13, and 20,
Block 8, Bay Ridge, Second Elec-
tion District of Anne Arundel
Arundel.

Approved: 7/7/46.
Benj. Michaelson,
Counsel to Board.

Aug 28 46 2-30 P
379 145

John Hopkins

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

Stationers, Inc.

4.00
50
4.50

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife,

vs.

BERTIE G. WEST, et al,

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,861 EQUITY

* * * * *

PETITION

To the Honorable, the Judges of said Court:

The Petition of William Andrew Hancock, one of the Respondents in the captioned case, by his Solicitors, Childs and Bald, respectfully represents that the Respondent is desirous of redeeming Lot 20, Section 8, of Bay Ridge, Anne Arundel County, Maryland, and prays your Honors to pass an Order in these presents, assessing the costs necessary for him to effect redemption.

Respectfully submitted,

CHILDS AND BALD,
Solicitors for William Andrew
Hancock,
192 Duke of Gloucester Street,
Annapolis, Maryland

By Eugene M. Childs
Eugene M. Childs

I hereby certify that I have this 31ST day of December, 1956, mailed to Henry J. Tarantino, Esquire, 160 South Street, Annapolis, Maryland, Attorney for Complainants, a copy of the foregoing Petition.

Eugene M. Childs
Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1957 JAN 24 PM 2:17

21

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife,

vs.

BERTIE G. WEST, et al,

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,861 EQUITY

* * * * *

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Respondent, William Andrew Hancock, may redeem the property described in Tax Sale Certificate No. 2974 for Lot 201 Section 8, of Bay Ridge, filed in these proceedings:

To be paid to the County Treasurer of Anne
Arundel County for taxes for the
following years:

Taxes paid 1947	\$12.28	
Taxes paid 1948	10.25	
Taxes paid 1949	10.77	
Taxes paid 1950	10.74	
Taxes paid 1951	15.18	
Taxes paid 1952	10.53	
Taxes paid 1953	11.04	
Taxes paid 1954	9.79	
Taxes paid 1955	9.92	
Taxes paid 1956	7.63	\$108.13

To be paid to the County Treasurer for
Interest on Taxes for the
following years:

1947	7.36	
1948	5.54	
1949	5.16	
1950	4.52	
1951	5.46	
1952	3.16	
1953	2.75	
1954	1.76	
1955	1.19	
1956	.46	37.36

To Clerk of Court - proportionate share of costs	\$ 9.15
Proportionate share of advertising	12.50
Title examination	25.00
Original cost	39.20
Interest on Cost	21.17
Respondent's Attorney, Appearance Fee	5.00
	<u>\$257.51</u>

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1957 JAN 24 PM 2:17

27

Henry J. Tarantino

Henry J. Tarantino,
Solicitor for Complainant,
160 South Street,
Annapolis, Maryland.

CHILDS AND BALD

By *Eugene M. Childs*
Eugene M. Childs

Solicitors for Respondent,
William Andrew Hancock,
192 Duke of Gloucester Street,
Annapolis, Maryland

23

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife,

vs.

BERTIE G. WEST, et al,

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,861 EQUITY

* * * * *

ORDER OF COURT

Upon the foregoing Petition and Stipulation, it is this 24th
day of January, 1957, by the Circuit Court for Anne Arundel
County, in Equity, ORDERED that the amounts necessary to redeem the property
described in Tax Sale Certificate No. 2974 total \$257.51.

B. J. [Signature]
Judge

24
FILED

1957 JAN 25 PM 12:22

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife,

vs.

BERTIE G. WEST, et al,

*

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*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

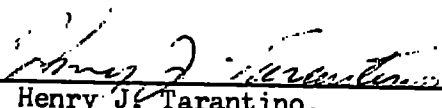
NO. 11,861 EQUITY

* * * * *

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above entitled cause settled and the property redeemed as to the Respondent, William Andrew Hancock, and all persons claiming to have, or having, any interest in the property described in Tax Sale Certificate No. 2974, filed in these proceedings.


Henry J. Tarantino,
Attorney for Complainants,
160 South Street
Annapolis, Maryland

25

FILED
1957 JAN 25 PM 11:25

HENRY J. TARANTINO, At
180 South Street,
Annapolis, Maryland

In The
Circuit Court
For

Anne Arundel County
No. 11,861 Equity

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife,
78 Bay Drive,
Bay Ridge,
Annapolis, Maryland.
Complainants,

vs.

BERTIE G. WEST,
1132 North Taylor Street,
Ballston, Virginia,
and all persons having or
claiming to have an interest
in the property known as Lot
9, Block 8, of Bay Ridge,
Annapolis, Maryland.

EMILY C. JOHNSON also known as
EMILY C. JAMISON,

1306 Kenyon St. N. W.,
Washington, D. C.,
and all persons having or
claiming to have an interest
in the property known as Lot
11, Block 8, Bay Ridge,
Annapolis, Maryland.

MARY E. BIRCH and
CAROLINE McCONAKAY MAIN,

1841 Columbia Road,
Washington, D. C.,
and all persons having or
claiming to have an interest
in the property known as Lot
12, Section 8, Bay Ridge,
Annapolis, Maryland.

D. D. LAMOND,
Takoma Park, Maryland,
and all persons having or
claiming to have an interest
in the property known as Lot
18, Section 8, Bay Ridge,
Annapolis, Maryland.

WILLIAM ANDREW HANCOCK,
83 First Street,
Eastport,
Annapolis, Maryland,
and all persons having or
claiming to have an interest
in the property known as Lot
22, Section 8, Bay Ridge,
Annapolis, Maryland.
Respondents.

Order Of
Publication

The object of this proceeding is to
secure the foreclosure of all rights of
redemption in the following properties
known as Lots Nos. 2, 11, 12, 18 and 20,
Section or Block 8, Bay Ridge, Second
Election District of Anne Arundel
County, Maryland, sold by the Col-
lector of Taxes for Anne Arundel
County, State of Maryland, to the
County Commissioners for Anne Arun-
del County and the said County Com-
missioners for Anne Arundel County
having conveyed said properties to the
Complainants in this proceeding.

The Bill of Complaint states, among
other things, that the amounts neces-
sary for redemption have not been
paid, although more than a year and
a day from the date of sale has expired.

It is thereupon this 4th day of Sep-
tember, 1956, by the Circuit Court for
Anne Arundel County, in Equity,
ORDERED that notice be given by the
insertion of a copy of this Order in
some newspaper having a general cir-
culation in Anne Arundel County, once
a week for four successive weeks, warn-
ing all persons interested in the said
properties to be and appear in this
Court by the 7th day of November,
1956, and redeem the property described
herein and answer the Bill of Com-
plaint or thereafter a final decree will
be rendered foreclosing all rights of
redemption in the property, and vesting
in the Complainants, Ralph E. Camp-
bell and Helen E. Campbell, his wife,
a title, free and clear of all encum-
brances.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 26, 1956

We hereby certify, that the annexed

Order of Publication
No. 11,861 Eq. Property

Bertie G. West

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4
successive weeks before the 7th
day of November, 1956. The first
insertion being made the 6th day of
September, 1956.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1957 MAY 24 PM 3:28

By

H. Tilghman

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife

IN THE

Complainants

CIRCUIT COURT

vs.

FOR

BERTIE G. WEST, et al

ANNE ARUNDEL COUNTY

Defendants

NO. 11861 EQUITY

AFFIDAVIT
TO COMPLY WITH GENERAL
EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

Henry J. Tarantino, Attorney for Ralph E. Campbell and Helen E. Campbell, his wife, Plaintiffs herein, first being duly sworn and on oath deposes and says:-

That he mailed copies of the Bill of Complaint and Order or Publication by Registered and/or Certified Mail, Return Receipt Requested, to Bertie G. West, Emily C. Johnson, a/k/a Emily C. Jamison, Mary E. Birch and Caroline McConakay Main, on the 27th day of December, 1956, and to the Heirs of D. D. Lamond on the 25th day of January, 1957 and to the Heirs of Bertie G. West on the 1st day of May, 1957.

That said Registered and/or Certified Mail letters were returned undelivered, with the exception of the one mailed to the Heirs of D. D. Lamond, as will more fully appear from the original envelopes filed with this Affidavit, and answer by letter received from Mrs. Gillian W. Lamond, sole heir of D. D. Lamond sets forth her intention not to redeem Lot No. 13, Section A, Bay Ridge, as will more fully appear in letter filed herein.

That in further compliance with Maryland Equity Rules your Affiant made a diligent search of telephone directories to ascertain the whereabouts of the non-resident Defendants. The Washington Telephone Directory, the Annapolis Telephone Directory, the Arlington, Virginia Telephone Directory and the Baltimore

Telephone Directory failed to disclose the residence of said non-resident Defendants.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino
Henry J. Tarantino

Dorothy Roberts Skipper
Dorothy Roberts Skipper
Notary Public

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife

Complainants

vs

BERTIE G. WEST, et al

Defendants

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,861 EQUITY

.. .. .

DECREE PRO CONFESSO

IT appearing from the proceedings in this cause that the Order of Publication heretofore issued, herein has been duly published in the Evening Capital, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants, Bertie G. West, Emily C. Johnson a/k/a Emily C. Jamison, Mary E. Birch and Caroline McConakay Main and D. D. Lamond, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to the Plaintiffs for non-payment of taxes.

AND it further appearing that subpoenas issued out of this Court, directed to the said resident Defendant, William Andrew Hancock, who has redeemed said property known as Lot 20, Section 8, Bay Ridge, as will more fully appear by Stipulation filed in these proceedings and the said resident Defendant, D. D. Lamond, and all persons having or claiming to have an interest in Lot 13, Section 8, Bay Ridge, whose sole heir, Mrs. Gillian W. Lamond, has expressed her intention not to redeem, as will more fully appear by her letter filed in these proceedings and hereinbefore mentioned.

AND it further appearing that said non-resident Defendants have failed to enter their appearance herein in person or by Solicitor, have failed to Answer to Bill of Complaint; and the time within which said non-resident Defendants could so appear and file an Answer having now expired, it is, thereupon, this 25th day of May, 1957, by the Circuit Court for Anne Arundel

County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby, taken Pro Confesso against the Defendants, Bertie G. West, Emily C. Johnson, a/k/a Emily C. Jamison, Mary E. Birch, Caroline McConakay Main and D. D. Lamond and all persons having or claiming to have any interest in the real estate therein, described as same is assessed to said Defendants and described on the Books of the County Treasurer and sold as aforesaid to the Plaintiffs.

Benjamin Michelson
Judge

RALPH E. CAMPBELL and
HELEN E. CAMPBELL, his wife

Complainants

vs.

BERTIE G. WEST, et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,861 EQUITY

.. .. .

FINAL DECREE FORECLOSING EQUITY
OR REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, Bertie G. West, Emily C. Johnson, a/k/a Emily C. Jamison, Mary E. Birch and Caroline McConakay Main and D. D. Lamond, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to Answer the Bill of Complaint, by virtue of an Order of Publication directed to all Defendants herein, the subpoena directed to the resident Defendant, having been returned "Mortuus est" and his sole heir, Mrs. Gillian W. Lamond, having expressed her intention not to redeem as will more fully appear by her letter filed in these proceedings; and the Court having found for the Plaintiffs, it is thereupon, this 3rd day of July, 1957, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Bertie G. West, Emily C. Johnson, a/k/a Emily C. Jamison, Mary E. Birch and Caroline McConakay Main, and D. D. Lamond, and all persons having or claiming to have any interest in the herein-after described properties, be and they are hereby barred and foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs in and to the following described properties sold to the Plaintiffs:

Lot 2, Block 8, Bay Ridge, Annapolis, Maryland
Lot 11, Block 8, Bay Ridge, Annapolis, Maryland
Lot 12, Section 8, Bay Ridge, Annapolis, Maryland.
Lot 1 **FILED** 8, Bay Ridge Annapolis, Maryland.

1957 JUL 31 PM 3:22

free and clear of all alienations and descents of said property occurring prior to this Decree and free of all encumbrances thereon, (except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings are subject).

IT is further ORDERED that the Treasurer of Anne Arundel County, Collector of State and County Taxes, execute and deliver to Ralph E. Campbell and Helen E. Campbell, his wife, Plaintiffs in these proceedings, a Deed of Conveyance, to the aforesaid lots or parcels of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further

ORDERED that the Plaintiffs pay the costs of said suit in his behalf incurred.

Benjamin M. Michaelson
Judge

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRANK J. FRANZ AND MARIE A. FRANZ, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
		No. 12,073

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Frank J. Franz and Marie A. Franz, his wife to Baltimore Federal Savings and Loan Association, dated June 9th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935 folio 590.



Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 MAR 16 AM 11:08

No. 12,073 Equity

MORTGAGE

THIS MORTGAGE, made this 9th day of June, A. D. 19 55, by
and between FRANK J. FRANZ and MARIE A. FRANZ, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
ELEVEN THOUSAND THREE HUNDRED AND FIFTY Dollars (\$11,350.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one-half per centum (4½%) per annum until paid, principal and interest being
payable at the office of the said Mortgagee in
Baltimore City, Maryland, or at such other place as the holder hereof may

designate in writing delivered or mailed to the Mortgagor, in monthly installments of
Fifty-seven and 51/100ths Dollars (\$57.51), commencing on the first day of
August, 1955, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of July, 19 85. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 1, Block A, as shown on a plat entitled "King's
Heights" dated June, 1954, by Edward Hall III & Associates, Registered Surveyors, and
recorded among the plat records of Anne Arundel County in Plat Book 25, folio 15.
BEING the same lot of ground which by Deed dated of even date herewith and recorded
or intended to be recorded among the Land Records of Anne Arundel County immediately
prior hereto was granted and conveyed by Cordelle Construction Company, Inc. to the
herein named Mortgagors.

Plaintiff's Exhibit A.

FILED

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

~~36" Gas Range~~

36" Gas Range

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hercof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hercof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Walter S. Calwell or Joseph J. Callahan**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

- 388
PAGE 570
570

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty - - - - Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Edmund M. Ward
EDMUND M. WARD

Frank J. Franz [SEAL]
Frank J. Franz

[SEAL]

Marie A. Franz [SEAL]
Marie A. Franz

[SEAL]

COUNTY
STATE OF MARYLAND, CITY OF BALTIMORE,

to wit:

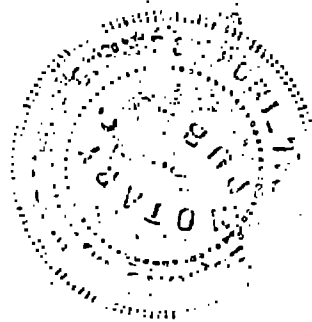
I HEREBY CERTIFY, That on this 9th day of ~~July~~ June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared Frank J. Franz and Marie A. Franz, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Edmund M. Ward
EDMUND M. WARD Notary Public.

Recorded: June 14, 1955 at 9 A.M.



Assessment No. 37298

Written by GSP

Approved by

Ready for Record

STATE OF MARYLAND

Mortgage
& CHATTELS

FROM

FRANK J. FRANZ and
MARIE A. FRANZ, his wife

TO

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record
19 55 at 9 14 June
Same day recorded in Liber 104 p. 570
No. 935- Folio 590
one of the Land Records of A.A. Co. Inc.

and examined per

JOHN H. HOPKINS, Secy
Cost of Record, \$ 1.50
16-10880-4

THE COLONIAL TITLE GUARANTEE COMPANY

Baltimore 2 Maryland

No. 12,073 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day
of March 19 57 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendants
Frank J. Franz and Marie A. Franz, his wife
against whom foreclosure proceedings were instituted are
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that they have not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
they are not members of the Enlisted Reserve Corps, and have
not been ordered to report for service therein, that

~~to be about~~ and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1957 MAR 16 AM 11:08

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANK J. FRANZ AND

MARIE A. FRANZ, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 12,073.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from Frank J. Franz and Marie A. Franz, his wifeto Baltimore Federal Savings and Loan Associationdated the 9th day of June, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935 Folio 590Amount of Mortgage \$11,350.00Less - amount paid on principal 90.4811,259.52Plus - interest to 4/25/57 668.7011,928.22Plus - overdraft in expense account 59.4111,987.63

CITY

STATE OF MARYLAND, ~~CITY~~ OF BALTIMORE, Md.

I HEREBY CERTIFY, that on this 23rd day of April in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public City Baltimore of the State of Maryland, in and for said ~~county~~ of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

~~Subscribed~~ on the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS

my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

1957 APR 25 AM 9:40

12,073 Equity
227746



ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Maryland.

as Principal

and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of.....

THIRTEEN THOUSAND & 00/100 (\$13,000.00) Dollars.

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd

day of April in the year nineteen hundred and fifty-seven

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Frank J. Franz and Marie A. Franz
his wife to the Baltimore Federal Savings & Loan Association

bearing date the 9th day of June nineteen hundred and fifty-five

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 935, Folio 590, and.....

is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

Walter S. Calwell

do^{es} and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of

[Signature]

Attest: Assistant Secretary - Alvin E. Leger

[Signature]

[Signature] (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By *[Signature]*
Vice-President - J.F. Eberman

Approved this 23rd day of April 1957
George T. Cromwell, Clerk

FILED

1957 APR 25 AM 9:40

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 FRANK J. FRANZ AND : ANNE ARUNDEL COUNTY
 MARIE A. FRANZ, his wife : (In Equity)

TO THE HONORABLE THE JUDGE OF SAID COURT:-

No. 12,073 Equity

The Report of Sale of Walter S. Calwell, Attorney
 Named in Mortgage, dated June 9th, 1955 and recorded among the Land Re-
 cords of Anne Arundel County in Liber J.H.H. No. 935 folio 590
 from said Frank J. Franz and Marie A. Franz, his wife
 to the Baltimore Federal Savings and Loan Association, which
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
 faithful discharge of his trust, which was duly filed and approved,
 and having given notice of the time, place, manner and terms of sale by
 advertisement inserted in ~~"The Baltimore Sun"~~ ^{"The Maryland Gazette"} a newspaper published
 in ~~Baltimore~~ ^{Anne Arundel} County, for more than three successive weeks preceding
 the day of sale, Walter S. Calwell, Attorney, under and by virtue
 of the power and authority contained in said Mortgage (after default
 having occurred thereunder) did, pursuant to said notice, on the
 25th day of April, 1957 at three o'clock P.M.,
 attend on the premises and then and there sold the fee simple
 property situate, lying and being in ~~Baltimore~~ ^{Anne Arundel} County


known and designated as Lot No. 1, Block A, as shown on a Plat entitled
 "King's Heights" dated June, 1954, by Edward Hall, III & Associates,
 Registered Surveyors, and recorded among the Land Records of Anne Arundel
 County in Plat Book 25 folio 15, more particularly and at length de-
 scribed in the aforementioned Mortgage and the attached advertisement of
 sale.

BY TERMS OF SALE, a cash deposit of ~~Five~~ ^{Five} Hundred
 (\$500.00) Dollars was required of the purchaser at the time and
 place of sale and taxes and other expenses, including Metropolitan
 Sanitary and District liens, if any, be adjusted to day of sale.

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 1957 APR 30 PM 9:48

BOOK 122 PAGE 513

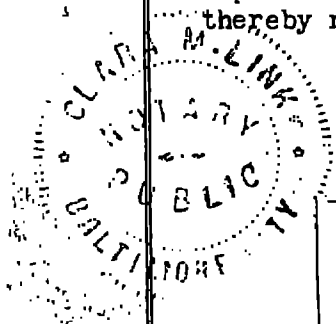
the property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Ten Thousand Seven Hundred (\$10,700.00) Dollars, said purchaser being then and there the highest bidder.


Walter S. Calwell
Attorney Named in Mortgage


STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland


Clara M. Link - Notary Public

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Frank J. Franks and Marie A. Franks, his wife to Baltimore Federal Savings and Loan Association, dated June 9th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 935 folio 500 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thursday, April 25, 1957
at 3 o'clock P. M.**

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton and described as follows:-

Being known and designated as Lot No. 1, Block A, as shown on a Plat entitled "King's Heights", dated June 1954, prepared by Edward Hall, Itt & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15; the improvements whereon are now known as No. 1 Bruce Avenue.

Subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, one story, one family, detached dwelling, containing 5 rooms, 1 bath, concrete block foundation, hot water-oil fired heat.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

LIBER 104 PAGE 576
ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

FRANK J. FRANZ and

MARIE A. FRANZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,073

Equity

Ordered, this 30th day of April, 1957, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Exhibit~~.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sales ^{was} ~~made~~ \$ 10,700.00.

Filed
1957 Apr 30 AM 10:10

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

FRANK J. FRANZ and

MARIE A. FRANZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term. 19

ORDERED BY THE COURT, This 4th day of June, 1957, that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same ~~is~~ hereby ~~ratified~~ Ratified and Confirmed on cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 JUN -4 PM 3:27

Benjamin Nicholson
Judge.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,073 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage
Vs.
FRANK J. FRANZ and MARIE A.
FRANZ, his wife.

Ordered, this 20th day of April, 1957,
That the sale of the Property in these
proceedings mentioned made and re-
ported by Walter S. Calwell, Attorney
Named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 3rd day of June next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 3rd day of June next.

The report states that the amount of
sale was \$10,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

31-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1957

We hereby certify, that the annexed

Order Nisi Eq. 12,073
Sale.

Frank J. Franz
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 3rd

day of June, 1957. The first

insertion being made the 2nd day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 11,097

1957 MAY 31 PM 12:05

H. T. Tithman

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Frank J. Franz

.....and

.....Marie A. Franz, his wife.

In the

Circuit Court

For

Anne Arundel County

No. 12,073

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

.....June 24, 1957.

All of which is respectfully submitted.

Laura K. Pickling
Auditor

Auditor

FILED
1957 JUN 28 PM 12:40
1957 JUN 28 PM 12:40

Dr.

in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Frank J. Franz and Marie A. Franz, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	353	19	403	19
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	52	00		
E. T. Newell & Co., Inc.- auctioneer's fee	25	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Clara M. Link - notary fees	1	25	144	35
To Attorney for Taxes, viz:				
1957 State and County taxes - adjusted	36	92	36	92
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,137	15	10,137	15
			10,773	11
Amount of mortgage claim filed	11,987	63		
Cr. Amount allowed above	10,137	15		
Balance subject to decree in personam	1,850	48		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1957
Apr.

25 Proceeds of Sale
Interest on deferred payment of
\$10,200.00 to 6/5/57

10,700 00

73 11

10,773 11

10,773 11

ORDER NISI

Walter S. Calwell,
 Attorney named in Mortgage
 VERSUS
 Frank J. Franz
 and
 Marie A. Franz, his wife

In the
CIRCUIT COURT
 For
ANNE ARUNDEL COUNTY

No. 12,073

Equity.

1957

JUN 28

PM 12:40

FILED

ORDERED, This 28th day of June, 1957, That the
 Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th
 day of July August next; Provided a copy of this Order be inserted in some newspaper
 published in Anne Arundel County, once in each of three successive weeks before the
5th day of August next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of August, 1957, that the
 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
 to the contrary having been shown, and that the ~~proceeds~~ apply the proceeds accordingly with a due proportion
 of interest as the same has been or may be received.

Benjamin Nicholas Jr.
Judge

FILED

1957 AUG - 6 PM 3:36

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 30, 1957

We hereby certify, that the annexed

Order Nisi, No. 12,073
Auditor account.Frank J. Franz

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 5thday of August, 1957. The firstinsertion being made the 3rd day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 12,073, Equity

WALTER S. CALWELL, Attorney nam-
ed in Mortgage

Versus

FRANK J. FRANZ and MARIE A.
FRANZ, his wife.Ordered, this 28th day of June, 1957,
That the Report and Account of the
Auditor, filed this day in the above en-
titled cause BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
be shown on or before the 5th day of
August next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 5th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk
Jy-18**FILED**No. M. C. 12479
1957 JUL 30 AM 10:49

17

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIAM J. BROOKS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY


(In Equity)

No. 12,072

Mr. Clerk:

Please docket the above entitled suit and file among the
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from William J. Brooks to
Baltimore Federal Savings and Loan Association,
dated November 26th, 1952 and recorded among
the Land Records of Anne Arundel County in Liber
J.H.H. No. 727 folio 509.



Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 MAR 16 AM 11:07

MARYLAND

No. 12,072 Equity

MORTGAGE

THIS MORTGAGE, made this 26th day of November, A. D. 19 52, by and between WILLIAM J. BROCKE, widower,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of **Eighty-eight hundred** Dollars (\$ **8800.00**), being part of the purchase money for the property hereinafter described, with interest from date at the rate of **four** per centum (**4** %) per annum until paid, principal and interest being payable at the office of **Baltimore Federal Savings and Loan Association**, in **Baltimore City**, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of **Forty-six and 45/100** Dollars (\$ **46.45**), commencing on the first day of **December**, 19 52, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **November**, 19 77. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in **Anne Arundel County**, in the State of Maryland, to wit:

BEING known and designated as Lots Nos. 927, 928, and 929 as laid out on the plat of **Magothy Beach** which plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-4 Plat No. 15. The improvements whereon are known as No. 13 Creek Boulevard.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and conveyed by **Magothy Homestead Corporation** to the within named Mortgagor.

Plaintiff's Exhibit A

FILED

1957 APR 16

* Delete italicized words if Mortgagee is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Electric Range

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **in fee simple**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Walter S. Calwell or Joseph J. Callahan**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 727 PAGE 512

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of **fifty** Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR.

William J. Brooks [SEAL]
WILLIAM J. BROOKS

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit:

I HEREBY CERTIFY, That on this **62 26th** day of **November**, 19**52**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared **William J. Brooks, widower**, the above named Mortgagors, and **he** acknowledged the foregoing mortgage to be **his** act.

At the same time also personally appeared **Walter S. Calwell**, the **Agent** of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR. Notary Public.

Recorded: December 10, 1952 at 10.30 A.M.

STATE OF MARYLAND

Mortgage AND
CHATELS

FROM

WILLIAM J. BROOKS, widower,

TO

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

Received for Record *Dec 10*
19 *52* at *10:30* o'clock
Same day recorded in Liber *727*
No. *509* Folio *509* &c.,
one of the Land Records of

and examined per *John H. H. H.*
Cost of Record, \$ *2.00*, Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16-40590-4

FORM APPROVED
READY FOR RECORD

1-5339

107

No. 12,072 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day
of March 19 57 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendant
William J. Brooks
against whom foreclosure proceedings were instituted
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that he has not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
he has not member of the Enlisted Reserve Corps, and has
not been ordered to report for service therein, that

~~no record of him in the military service~~, and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED
1957 MAR 16 AM 11:07

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM J. BROOKS

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

No. 12,572.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from William J. Brooks
to Baltimore Federal Savings and Loan Associationdated the 26th day of November, 1952, and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No. 727 Folio 509Amount of Mortgage \$8800.00Less - amount paid on principal 929.387870.62Plus - interest to 4/25/57 310.648181.26Plus - overdraft in expense account 23.238204.49

CITY

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 23rd day of April in the
year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public
Cityof the State of Maryland, in and for said ~~county~~
of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal
Savings and Loan Association, holder of the Mortgagein the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining

due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

FILED
1957 APR 25 AM 9:40



227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 12, 072 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Maryland,
as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of
EIGHT THOUSAND, FIVE HUNDRED AND 00/100 (\$8,500.00) - - - - - Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 22nd - - - - -
day of April in the year nineteen hundred and fifty-seven.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William J. Brooks to the Baltimore Federal
Savings & Loan Association

bearing date the 26th day of November nineteen hundred and fifty-two,
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.
No. 727, Folio 509, and

#13 Creek Boulevard Anne Arundel Co. Md.
is about to sell the land and premises described in said Mortgage, default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden
Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)

Attest:
Clara M. Smith
Alvin E. Leroy
Assistant Secretary -

NEW AMSTERDAM CASUALTY COMPANY
By J. F. Eberman Vice-President

FILED
1957 APR 25 AM 9:40

Approved this 22nd day of April, 1957
George T. Cromwell

ALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 WILLIAM J. BROOKS : ANNE ARUNDEL COUNTY
 : (In Equity)

No. 12,022 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
 Named in Mortgage, dated November 26th, 1952 and recorded among the
 Land Records of Anne Arundel County in Liber J.H.H. No. 727 folio 509
 from said William J. Brooks

to the Baltimore Federal Savings and Loan Association, which
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
 faithful discharge of his trust, which was duly filed and approved,
 and having given notice of the time, place, manner and terms of sale by
 advertisement inserted in "~~The Jeffersonian~~" a newspaper published
 in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding
 the day of sale, Walter S. Calwell, Attorney, under and by virtue
 of the power and authority contained in said Mortgage (after default
 having occurred thereunder) did, pursuant to said notice, on the
 25th day of April, 1957 at 2.15 o'clock P.M.

attend on the premises and then and there sold the fee simple
 property situate, lying and being in ~~Baltimore~~ Anne Arundel County

known and designated as Lots Nos. 927, 928 and 929 as laid down on Plat
 of Magothy Beach, which Plat is duly recorded among the Land Records of
 Anne Arundel County in Plat Cabinet No. 1 Rod A-4; Plat No. 15, the
 improvements whereon are known as No. 13 Creek Boulevard, more particularly
 and at length described in the aforementioned Mortgage and advertisement
 of sale attached hereto.

BY TERMS OF SALE, a cash deposit of ~~Five~~ Five Hundred
 (\$500.00) Dollars was required of the purchaser at the time and
 place of sale and taxes and other expenses, including Metropolitan
 Sanitary and District liens, if any, be adjusted to day of sale.

FILED
 1957 APR 30 PM 9:48

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Eighty-five Hundred (\$8500.00) Dollars, said purchaser being then and there the highest bidder.

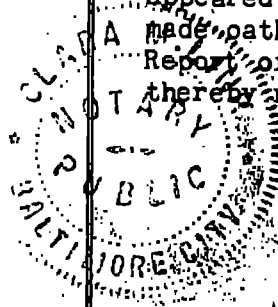
Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



CLARA M. LINK AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Clara M. Link
Clara M. Link - Notary Public

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and Authority contained in a Mortgage from William J. Brooks to Baltimore Federal Savings and Loan Association, dated November 20th, 1932 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 727 folio 509 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thursday, April 25, 1957
at 2:15 o'clock P. M.**

all that fee simple lot of ground situate on Creek Boulevard, Magothy Beach, Third Election District of Anne Arundel County, and described as follows:-

Being known and designated as Lots Nos. 927, 928 and 929 as laid out on the Plat of Magothy Beach, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-4, Plat No. 16; the improvements whereon are known as No. 13 Creek Boulevard.

In fee simple. Subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story, one family frame, semi-bungalow, containing 6 rooms, 1 bath.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,

Auctioneer.

Walter S. Calwell,
Attorney Named in Mortgage
versus
William J. Brooks

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,072 Equity

Ordered, this 30th day of April, 1957, That the sale of the
Property in these proceedings mentioned
made and reported by Walter S. Calwell, Attorney Named in Mortgage
~~Exonerate~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd
day of June next: Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 3rd
day of June next.

The report states that the amount of sales was \$ 8,500.00

Filed
1957 Apr 30 AM 10:00

George I. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Walter S. Calwell
Attorney Named in Mortgage
versus
William J. Brooks

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of June, 1957,
that the sale made and reported by the ~~attorney~~ aforesaid, be and the same ~~is~~ hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~attorney~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Nicholas Judge

FILED
1957 JUN -4 PM 3:27

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., May 31, 1957

We hereby certify, that the annexed

Order Nisi SaleEq. 12,072.William J. Brooks.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 3rdday of June, 1957. The firstinsertion being made the 2nd day ofMay, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 MAY 31 12:05

Tilghman**Order Nisi**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,072 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage
Vs.
WILLIAM J. BROOKS.

Ordered, this 30th day of April, 1957,
That the sale of the Property in these
proceedings mentioned made and re-
ported by Walter S. Calwell, Attorney
Named in Mortgage, BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 3rd day of June next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 3rd day of June next.
The report, states that the amount of
sale was \$8,600.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-23

No. M. G. 11099

In the Case of

Walter S. Calwell,

Attorney named in Mortgage

VS.

William J. Brooks

In the
Circuit Court

For

Anne Arundel County

No. 12,072

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

June 24, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1957 JUN 28 PM 12:40

Dr.

Walter S. Calwell, Attorney named in Mortgage vs.
William J. Brooks

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	286	74	336	74
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	34	00		
E. T. Newell & Co., Inc.- auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Clara M. Link - notary fees	1	25	121	12
To Attorney for Taxes, viz:				
1957 State and County taxes - adjusted	32	38	32	38
To Baltimore Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,016	35	8,016	35
			8,558	09
Amount of mortgage claim filed	8,204	49		
Cr. Amount allowed above	8,016	35		
Balance subject to decree in personam	188	14		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1957

Apr.

25

Proceeds of Sale

8,500 00

Interest on deferred payment of

\$8,000.00 to 6/5/57

58 09

8,558 09

8,558 09

1957 ORDER NISI

LIBER 104 PAGE 598

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William J. Brooks

No. 12,072

Equity.

ORDERED, This 28th day of June, 1957, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th

day of July August next; Provided a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of three successive weeks before the

5th day of July August next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of August, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nicholson
Judge

FILED

1957 AUG -6 PM 3:35

1957 JUN 28 PM 12:40
FILED

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 1957

We hereby certify, that the annexed

Order Nisi - Eq. 12,072
Auditor Account

William J. Brooks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 5th

day of August, 1957. The first

insertion being made the 3rd day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,072, Equity

WALTER S. CATWELL, Attorney nam-
ed in Mortgage

Versus

WILLIAM J. BROOKS

Ordered, this 28th day of June, 1957,
That the Report and Account of the
Auditor, filed this day in the above en-
titled cause BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
be shown on or before the 5th day of
August next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County;
once in each of the three successive
weeks before the 5th day of August
next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
Jy-18

FILED

No. M. C 1957-2478 JUL 31 AM 10:17

